

| | | |
|---|---|--------------------|
| PAYMENT BOND <i>(See instructions on reverse)</i> | DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> <div style="text-align: center; font-size: 1.2em;">MARCH 3, 2009</div> | OMB No.: 9000-0045 |
|---|---|--------------------|

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

| | |
|--|--|
| PRINCIPAL <i>(If legal name and business address)</i> <div style="text-align: center;"> SHAWN TALBOT RICE 168 WEST LEWIS ASH FORK, ARIZONA 86320 </div> | TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div><input checked="" type="checkbox"/> INDIVIDUAL</div> <div><input type="checkbox"/> PARTNERSHIP</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div><input type="checkbox"/> JOINT VENTURE</div> <div><input type="checkbox"/> CORPORATION</div> </div> STATE OF INCORPORATION <div style="text-align: center; font-weight: bold;">CALIFORNIA BC# 62-326577</div> |
|--|--|

| SURETY(IES) <i>(Name(s) and business address(es))</i> <div style="text-align: center;"> SHAWN TALBOT RICE DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041 </div> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: 0.8em;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width:25%; font-size: 0.7em;">MILLION(S)</th> <th style="width:25%; font-size: 0.7em;">THOUSAND(S)</th> <th style="width:25%; font-size: 0.7em;">HUNDRED(S)</th> <th style="width:25%; font-size: 0.7em;">CENTS</th> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width:50%; font-size: 0.8em;">CONTRACT DATE</th> <th style="width:50%; font-size: 0.8em;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center; font-weight: bold;">MARCH 3, 2009</td> <td style="text-align: center; font-weight: bold;">209CR078</td> </tr> </table> | PENAL SUM OF BOND | | | | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | | | | | CONTRACT DATE | CONTRACT NO. | MARCH 3, 2009 | 209CR078 |
|--|--|-------------------|-------|--|--|------------|-------------|------------|-------|--|--|--|--|---------------|--------------|---------------|----------|
| PENAL SUM OF BOND | | | | | | | | | | | | | | | | | |
| MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| CONTRACT DATE | CONTRACT NO. | | | | | | | | | | | | | | | | |
| MARCH 3, 2009 | 209CR078 | | | | | | | | | | | | | | | | |

OBLIGATION:

We, the Principal and Sureties, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

| PRINCIPAL | | | |
|--------------------------------------|--|-----------------------|----------------|
| SIGNATURE(S) | <small>(Seal)</small> | <small>(Seal)</small> | Corporate Seal |
| NAME(S) & TITLE(S) <i>(Typed)</i> | SHAWN TALBOT RICE Authorized Representative | | |

| INDIVIDUAL SURETY(IES) | | | |
|---------------------------|---------------------------|-----------------------|----------------|
| SIGNATURE(S) | <small>(Seal)</small> | <small>(Seal)</small> | Corporate Seal |
| NAME(S) <i>(Typed)</i> | SHAWN TALBOT RICE | | |

| CORPORATE SURETY(IES) | | | | | |
|-----------------------|--------------------------------------|--|---------------|-----------------------|----------------|
| SURETY A | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | | | | |

| CORPORATE SURETY(IES) (Continued) | | | | | |
|-----------------------------------|----------------------------|----|---------------|-----------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | \$ | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

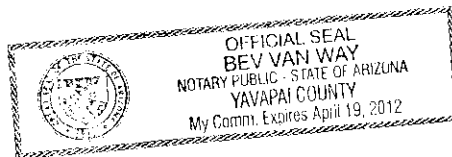
Notary Acknowledgment

STATE OF ARIZONA)
)ss
County of YAVAPAI)

This instrument was acknowledged before me this **13TH** day of **MARCH, 2009**
By **SHAWN TALBOT RICE*******

Notary Public

My Commission Expires: _____



AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

| | |
|---|-----|
| STATE OF ARIZONA COUNTY OF YAVAPAI | SS. |
|---|-----|

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

| | |
|--|---|
| 1. NAME (First, Middle, Last) (Type or Print) SHAWN TALBOT RICE | 2. HOME ADDRESS (Number, Street, City, State, ZIP Code) 163 WEST LEWIS, ASH FORK, ARIZONA 86320 |
| 3. TYPE AND DURATION OF OCCUPATION SURETY/LIFETIME | 4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State) U.S. DISTRICT COURT, DISTRICT OF NEVADA 333 LAS VEGAS BLVD S., LAS VEGAS, NV 89101 |
| 5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code) SHAWN TALBOT RICE THE DEPOSITORY TRUST COMPANY 55 WATER STREET, NEW YORK, NEW YORK 10041 | 6. TELEPHONE NUMBER HOME - BUSINESS - UNAVAILABLE |

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description, the market value; attach supporting certified documents including recorded lien, evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

see Case # 2:09-CR-078
see RELEASE OF LIEN ON REAL PROPERTY, OPTIONAL 90
see RELEASE OF PERSONAL PROPERTY FROM ESCROW - OPTIONAL 91

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

see STANDARD FORM 24
see STANDARD FORM 25
see STANDARD FORM 25A


8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

Case # 2:09-CR-078

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

see STANDARD FORM 24
see STANDARD FORM 25
see STANDARD FORM 25A

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

| | |
|---|---|
| 10. SIGNATURE  | 11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate) OPTIONAL FORM 90 OPTIONAL FORM 91 |
|---|---|

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

| | | |
|---|---|--------------------------|
| a. DATE OATH ADMINISTERED MONTH DAY YEAR | b. CITY AND STATE (Or other jurisdiction) | Official Seal |
| c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print) | d. SIGNATURE | |
| | | e. MY COMMISSION EXPIRES |

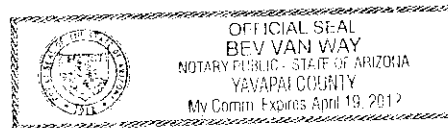
Notary Acknowledgment

STATE OF ARIZONA)
)ss
County of YAVAPAI)

This instrument was acknowledged before me this **13TH** day of **MARCH, 2009**
By **SHAWN TALBOT RICE*******

Notary Public

My Commission Expires: _____



INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

| | | | | |
|---|------------------------------------|---|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE 2:09-CR-078 | PAGE OF PAGES 1 9 |
| 2. AMENDMENT/MODIFICATION NO. 2:09-CR-078 | 3. EFFECTIVE DATE March 3, 2009 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY UNITED STATES OF AMERICA | CODE | 7. ADMINISTERED BY (If other than Item 6) UNITED STATES DISTRICT COURT DISTRICT OF NEVADA | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SHAWN TALBOT RICE, PO BOX 700#81 168 WEST LEWIS, ASH FORK 86320 ARIZONA | | | (X) 9A. AMENDMENT OF SOLICITATION NO. 2:09-CR-078 | 9B. DATED (SEE ITEM 11) March 6, 2009 |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | 10B. DATED (SEE ITEM 13) |
| CODE | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Grantor trust name SHAWN TALBOT RICE with account # 573-53 1255 / bond number F37793174

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF NOTARIAL CERTIFICATE OF DEFAULT ON ADMINISTRATIVE CLAIM PER 5 USC |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

BIRTH CERTIFICATE EVIDENCE OF TRUST/APPOINTMENT OF TRUSTEE / CO-TRUSTEE / SETTLEMENT FIDUCIARY / FORMS W-8BEN, 1099A, 1099INT, 1099OIDM etc. et. al.; STANDARD FORMS 28, 24, 25, 25A, OPTIONAL FORMS 90, 91,

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Shawn Talbot Rice Authorized Representative | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence R. Leavitt - dba US district judge USDC MAGISTRATE JUDGE, DISTRICT OF NEVADA |
| 15B. CONTRACTOR/OFFEROR <i>Shawn Talbot Rice</i> (Signature of person authorized to sign) | 15C. DATE SIGNED March 13, 2009 |
| | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| | 16C. DATE SIGNED |

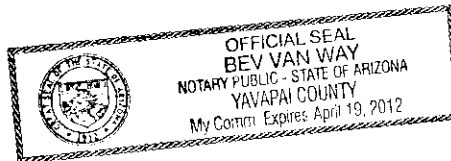
Notary Acknowledgment

STATE OF ARIZONA)
)ss
County of YAVAPAI)

This instrument was acknowledged before me this **13TH** day of **MARCH, 2009**
By **SHAWN TALBOT RICE*******

Notary Public

My Commission Expires: _____



INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

| | | | | | |
|--|--|------------------------------------|--|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE 2:09-CR-078 | | PAGE OF PAGES |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE MARCH 3, 2009 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. DISTRICT COURT, DISTRICT OF NEVADA 333 LAS VEGAS BLVD, SOUTH LAS VEGAS, NEVADA 89101 | | CODE | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHAWN TALBOT RICE 168 WEST LEWIS, PO BOX 700#81 ASH FORK, ARIZONA 86320 | | | (X) 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13) | | |
| CODE | | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE
 DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer
 already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this
 amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

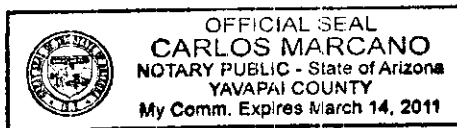
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|--------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

case # 2:09-CR-078
 see OP-90, OP-91, SF-28, SF-24, SF-25, SF-25A, SF-273, SF-274, SF-275



3/31/09

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|--|--|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Shawn Talbot Rice, Representative | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR Shawn Talbot Rice (Signature of person authorized to sign) | | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | |
| 15C. DATE SIGNED 090331 | | 16C. DATE SIGNED | |

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

RELEASE OF LIEN ON REAL PROPERTY

Whereas SHAWN TALBOT RICE, of CALIFORNIA BC # 62-326577, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 573-53-1255,
became a surety for the complete and successful performance of said contract, which bond
includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property
see RELEASE OF PERSONAL PROPERTY FROM ESCROW - OPTIONAL 91
see AFFIDAVIT OF INDIVIDUAL SURETY, STANDARD FORM 28

and recorded this pledge on Case # 2:09-CR-078
(Name of Land Records)
in the UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA of NEVADA,
(Locality) (State)
and

Whereas I, Shawn Talbot Rice, being a duly
authorized representative of the United States Government as a warranted contracting
officer, have determined that the lien is no longer required to ensure further performance of
the said Government contract or satisfaction of claims arising therefrom,
and

Whereas the surety remains liable to the United States Government for continued
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the
aforementioned lien.

[Date]

STATE: ~~IOWA~~
COUNTY: ~~LINN~~

SUBSCRIBED AND SWORN ON: March day of February A.D. 2009.

NOTARY PUBLIC

AUTHORIZED FOR LOCAL REPRODUCTION

[Signature]
Seal



OPTIONAL FORM 90 (REV. 1-90)
Prescribed by GSA-FAR (48 CFR) 53.228(n)

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas SHAWN TALBOT RICE, of CALIFORNIA BC# 62-326577, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 573-53-1255,
became a surety for the complete and successful performance of said contract, and Whereas
said surety has placed certain personal property in escrow
in Account Number 2:09-CR-078 on deposit
at UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA
(Name of Financial Institution)

located at 333 LAS VEGAS BLVD SOUTH, LAS VEGAS, NEVADA 89101, and
(Address of Financial Institution)

Whereas I, Shawn Talbot Rice, being a duly authorized
representative of the United States government as a warranted contracting officer, have
determined that retention in escrow of the following property is no longer required to ensure
further performance of the said Government contract or satisfaction of claims arising
therefrom:

and

Whereas the surety remains liable to the United States Government for the continued
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow
the property listed above, and directs the custodian of the aforementioned escrow account to
deliver the listed property to the surety. If the listed property comprises the whole of the
property placed in escrow in the aforementioned escrow account, the Government further
directs the custodian to close the account and to return all property therein to the surety, along
with any interest accruing which remains after the deduction of any fees lawfully owed to

UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA
(Name of Financial Institution)

02/25/09
[Date]

STATE: ARIZONA
COUNTY: YAVAPAI

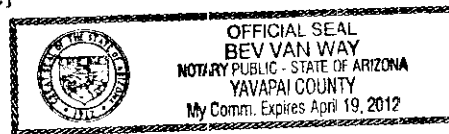
SUBSCRIBED AND SWORN ON: [Signature] day of March A.D. 2009.

NOTARY PUBLIC

AUTHORIZED FOR LOCAL REPRODUCTION

Shawn Talbot Rice
[Signature]

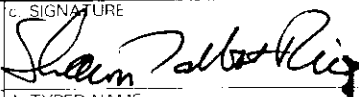
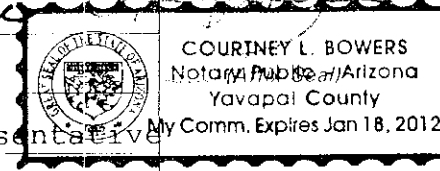

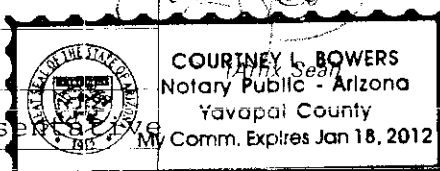
Seal



OPTIONAL FORM 91 (1-90)
Prescribed by GSA-FAR (48 CFR) 53.228(o)

| | | | |
|--------------------------|--|------------------------|----------------------------------|
| CONSENT OF SURETY | 1. CONTRACT NUMBER 2:09-CR-078 | 2. MODIFICATION NUMBER | 3. DATED March 3, 2009 |
|--------------------------|--|------------------------|----------------------------------|

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

| | | | | | |
|-------------------------|--|--------------------|---|---|---|
| 4. INDIVIDUAL PRINCIPAL | a. NAME OF PRINCIPAL SHAWN TALBOT RICE | | c. SIGNATURE  | |  |
| | b. BUSINESS ADDRESS | | d. TYPED NAME | | |
| | STREET ADDRESS PO BOX 700#81 | | e. TYPED TITLE Authorized Representative | | |
| | CITY ASH FORK | STATE AZ | ZIP CODE 86320 | f. DATE THIS CONSENT EXECUTED March 3, 2009 | |
| 5. CORPORATE PRINCIPAL | a. CORPORATE NAME SHAWN TALBOT RICE DEPOSITORY TRUST COMPANY | | c. PERSON EXECUTING CONSENT (Signature)  | |  |
| | b. BUSINESS ADDRESS | | d. TYPED NAME | | |
| | STREET ADDRESS 55 WATER STREET | | e. TYPED TITLE Authorized Representative | | |
| | CITY NEW YORK | STATE NY | ZIP CODE 10041 | f. DATE THIS CONSENT EXECUTED March 3, 2009 | |

6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

| | | | | | |
|---|---------------------------------------|-------|---|-------------------------------|--------------|
| A | a. CORPORATE/INDIVIDUAL SURETY'S NAME | | c. PERSON EXECUTING CONSENT (Signature) | | (Affix Seal) |
| | b. BUSINESS ADDRESS | | d. TYPED NAME | | |
| | STREET ADDRESS | | e. TYPED TITLE | | |
| | CITY | STATE | ZIP CODE | f. DATE THIS CONSENT EXECUTED | |
| B | a. CORPORATE/INDIVIDUAL SURETY'S NAME | | c. PERSON EXECUTING CONSENT (Signature) | | (Affix Seal) |
| | b. BUSINESS ADDRESS | | d. TYPED NAME | | |
| | STREET ADDRESS | | e. TYPED TITLE | | |
| | CITY | STATE | ZIP CODE | f. DATE THIS CONSENT EXECUTED | |
| C | a. CORPORATE/INDIVIDUAL SURETY'S NAME | | c. PERSON EXECUTING CONSENT (Signature) | | (Affix Seal) |
| | b. BUSINESS ADDRESS | | d. TYPED NAME | | |
| | STREET ADDRESS | | e. TYPED TITLE | | |
| | CITY | STATE | ZIP CODE | f. DATE THIS CONSENT EXECUTED | |

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)

REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND

(See instructions on reverse)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

SHAWN TALBOT RICE
168 WEST LEWIS
ASH FORK, ARIZONA 86320

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

March 3, 2009

1B. STATE OF INCORPORATION

CALIFORNIA

2. REINSURING COMPANY

SHAWN TALBOT RICE
DEPOSITORY TRUST COMPANY
55 WATER STREET
NEW YORK, NEW YORK 10041

2A. AMOUNT OF THIS REINSURANCE (\$)**2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT**

March 3, 2009

2C. STATE OF INCORPORATION

CALIFORNIA

3. DESCRIPTION OF CONTRACT**3A. AMOUNT OF CONTRACT****3B. CONTRACT DATE**

March 3, 2009

3C. CONTRACT NO.

209CR078

3D. DESCRIPTION OF CONTRACT

see Case # 2:09-CR-078
see RELEASE OF LIEN...OF-90
see RELEASE OF PERSON...OF-91
see SF-28
see SF-273 and SF-275

4. DESCRIPTION OF BOND**4A. PENAL SUM OF BOND****4B. DATE OF BOND****4C. BOND NO.****4D. PRINCIPAL*****3E. CONTRACTING AGENCY**

US DISTRICT COURT, DISTRICT of NEVADA

4E. STATE OF INCORPORATION (If Corporate Principal)**AGREEMENT**

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and countersecured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in the case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:


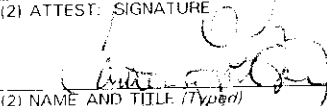
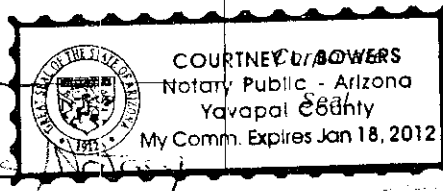

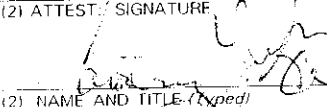
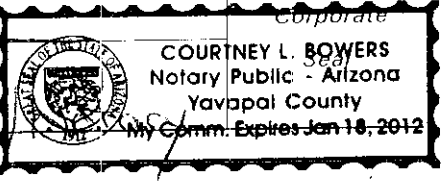
The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

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Previous edition is usable

STANDARD FORM 273 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(h)

| 5. DIRECT WRITING COMPANY | | |
|---|---|---|
| 5A(1) SIGNATURE  | (2) ATTEST: SIGNATURE  |  |
| 5B(1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorized Representative | (2) NAME AND TITLE (Typed) Courtney L. Bowers Notary | |
| 6. REINSURING COMPANY | | |
| 6A(1) SIGNATURE  | (2) ATTEST: SIGNATURE  |  |
| 6B(1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorize Representative | (2) NAME AND TITLE (Typed) Courtney L. Bowers Corporate | |

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND
(See instruction on reverse)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

| | | | |
|---|--|---|--|
| 1. DIRECT WRITING COMPANY* SHAWN TALBOT RICE 168 WEST LEWIS ASH FORK, ARIZONA 86320 | | 1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT March 3, 2009 | |
| | | 1B. STATE OF INCORPORATION CALIFORNIA | |
| 2. REINSURING COMPANY* SHAWN TALBOT RICE DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041 | | 2A. AMOUNT OF THIS REINSURANCE \$ | |
| | | 2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT March 3, 2009 | |
| | | 2C. STATE OF INCORPORATION CALIFORNIA | |
| 3. DESCRIPTION OF CONTRACT | | 4. DESCRIPTION OF BOND | |
| 3A. AMOUNT OF CONTRACT | | 4A. PENAL SUM OF BOND | |
| 3B. CONTRACT DATE MARCH 3, 2009 | | 4B. DATE OF BOND | |
| 3C. CONTRACT NO. 209CR078 | | 4C. BOND NO. | |
| 3D. DESCRIPTION OF CONTRACT see Case # 2:09-CR-078 see RELEASE OF LIEN...OF-90 see RELEASE OF PERSON...OF-91 see SF-28, SF-273, SF-275 | | 4D. PRINCIPAL* | |
| 3E. CONTRACTING AGENCY US DISTRICT COURT, DISTRICT OF NEVADA | | 4F. STATE OF INCORPORATION (If Corporate Principal) | |

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payment bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:
1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

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 Previous edition is usable

STANDARD FORM 274 (REV. 10-98)
 Prescribed by GSA - FAR (48 CFR) 53.228(i)


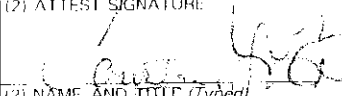
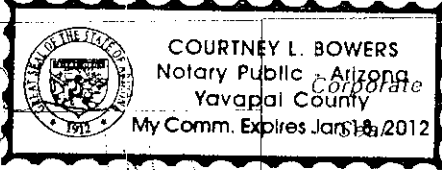

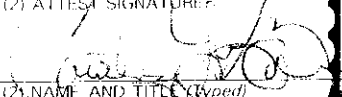
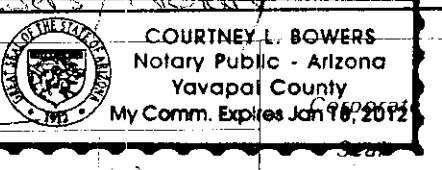
2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in item 1A written opposite their respective names.

| 5. DIRECT WRITING COMPANY | | |
|--|--|--|
| 5A (1) SIGNATURE  | (2) ATTEST SIGNATURE  |  |
| 5B (1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorized Representative | (2) NAME AND TITLE (Typed) Courtney L. Bowers Notary Public | |
| 6. REINSURING COMPANY | | |
| 6A (1) SIGNATURE  | (2) ATTEST SIGNATURE  |  |
| 6B (1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorized Representative | (2) NAME AND TITLE (Typed) Courtney L. Bowers Notary Public | |

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES*(See instructions on reverse)*

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

SHAWN TALBOT RICE
168 WEST LEWIS
ASH FORK, ARIZONA 86320

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

March 3, 2009

1B. STATE OF INCORPORATION

CALIFORNIA

2. REINSURING COMPANY*

SHAWN TALBOT RICE
DEPOSITORY TRUST COMPANY
55 WATER STREET
NEW YORK, NEW YORK 10041

2A. AMOUNT OF THIS REINSURANCE (\$)**2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT**

March 3, 2009

2C. STATE OF INCORPORATION

CALIFORNIA

3. DESCRIPTION OF BOND**3A. DESCRIPTION OF BOND** (Type, purpose, etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)**3B. PENAL SUM OF BOND**

\$

3C. DATE OF BOND**3D. BOND NO.****3E. PRINCIPAL*****3F. STATE OF INCORPORATION** (If Corporate Principal)**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

THEREFORE:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

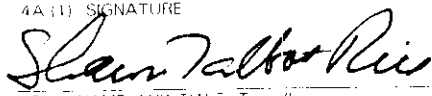
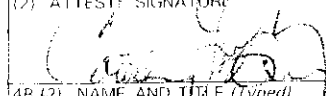
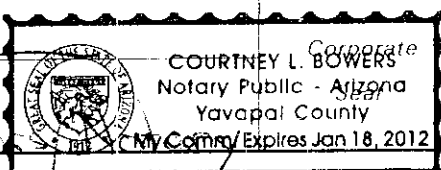

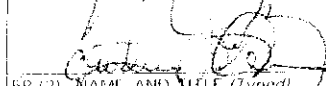
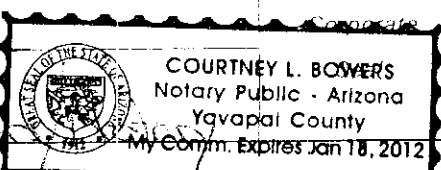
2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

WITNESS

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

| 4. DIRECT WRITING COMPANY | | |
|---|--|---|
| 4A.(1) SIGNATURE  | (2) ATTEST SIGNATURE  |  |
| 4B.(1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorized Representative | 4B.(2) NAME AND TITLE (Typed) Courtney L. Bowers | |
| 5. REINSURING COMPANY | | |
| 5A.(1) SIGNATURE  | (2) ATTEST SIGNATURE  |  |
| 5B.(1) NAME AND TITLE (Typed) SHAWN TALBOT RICE Authorized Representative | 5B.(2) NAME AND TITLE (Typed) Courtney L. Bowers | |

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

U.S. DEPARTMENT OF THE TREASURY
OFFICE OF FOREIGN ASSETS CONTROL

APPLICATION FOR THE RELEASE OF BLOCKED FUNDS

(WHEN APPROVED, THIS DOCUMENT BECOMES A
SPECIFIC LICENSE AUTHORIZING THE UNBLOCKING
OF THE SUBJECT FUNDS AND THEIR RELEASE
ACCORDING TO THE TERMS HEREOF)

DO NOT WRITE IN THIS BOX - LICENSE APPROVAL ONLY VALID WITH OFAC SEAL

THIS APPLICATION IS HEREBY

FAC/LICENSE NO. _____

G APPROVED, AND FUNDS MAY BE UNBLOCKED AND RELEASED, WITH VALUE:
G TO ORIGINATOR OR ORIGINATING BANK
G IN ACCORDANCE WITH ORIGINAL PAYMENT INSTRUCTIONS

G DENIED (SEE ATTACHED EXPLANATION)

G RETURNED WITHOUT ACTION (SEE ATTACHED CHECKLIST)

TYPE OF REQUEST (CHECK APPROPRIATE BOX)

- ☒ LICENSE APPLICATION
☐ REQUEST FOR RECONSIDERATION (PROVIDE
FAC NO. OF PREVIOUS AGENCY ACTION (IF KNOWN)) _____

APPLICANT INFORMATION

| | | | | | |
|--------------------------------|------------------|---|--|---------------------------------|-------------------|
| APPLICANT SHAWN TALBOT RICE | | ADDRESS LINE 1 168 WEST LEWIS | | ADDRESS LINE 2 PO BOX 700#81 | |
| CITY ASH FORK | STATE ARIZONA | CONTACT PERSON Shawn-Talbot Rice, Authorized Representative | | TELEPHONE 217-853-5726 | FAX NUMBER N/A |
| POSTAL CODE 86320 | COUNTRY US | SOCIAL SECURITY/TAXPAYER I.D. NO. (Required for US Persons) 573-53-1255 | | E-MAIL ADDRESS | |


CORPORATIONS AND OTHER ENTITIES

| | | |
|---|--|--|
| PRINCIPAL PLACE OF BUSINESS WASHINGTON, D.C. | STATE OF INCORPORATION OR ORGANIZATION CALIFORNIA | EMPLOYER IDENTIFICATION NUMBER 57-3531255 |
|---|--|--|

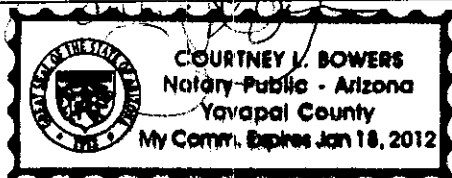
THE FOLLOWING INFORMATION, IF KNOWN, SHOULD BE PROVIDED CONCERNING THE BLOCKED FUNDS (USE PAGE 2 AS NEEDED)

| | | |
|---|---|----------------------|
| NAME & ADDRESS OF FINANCIAL INSTITUTION WHICH BLOCKED FUNDS | AMOUNT BLOCKED | DATE OF THE BLOCKING |
| | | |
| REMITTER NAME & ADDRESS | REMITTING FINANCIAL INSTITUTION NAME & ADDRESS | |
| | | |
| INTERMEDIARY FINANCIAL INSTITUTION(S) NAME & ADDRESS | BENEFICIARY FINANCIAL INSTITUTION NAME & ADDRESS | |
| | | |
| BENEFICIARY NAME & ADDRESS | DESCRIPTION OF UNDERLYING TRANSACTION (ATTACH SEPARATE SHEET AS NEEDED) | |
| | | |

APPLICATION CERTIFICATION: I, THE UNDERSIGNED, HEREBY DECLARE THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED ON THIS APPLICATION AND ANY ACCOMPANYING DOCUMENTATION IS TRUTHFUL AND COMPLETE.

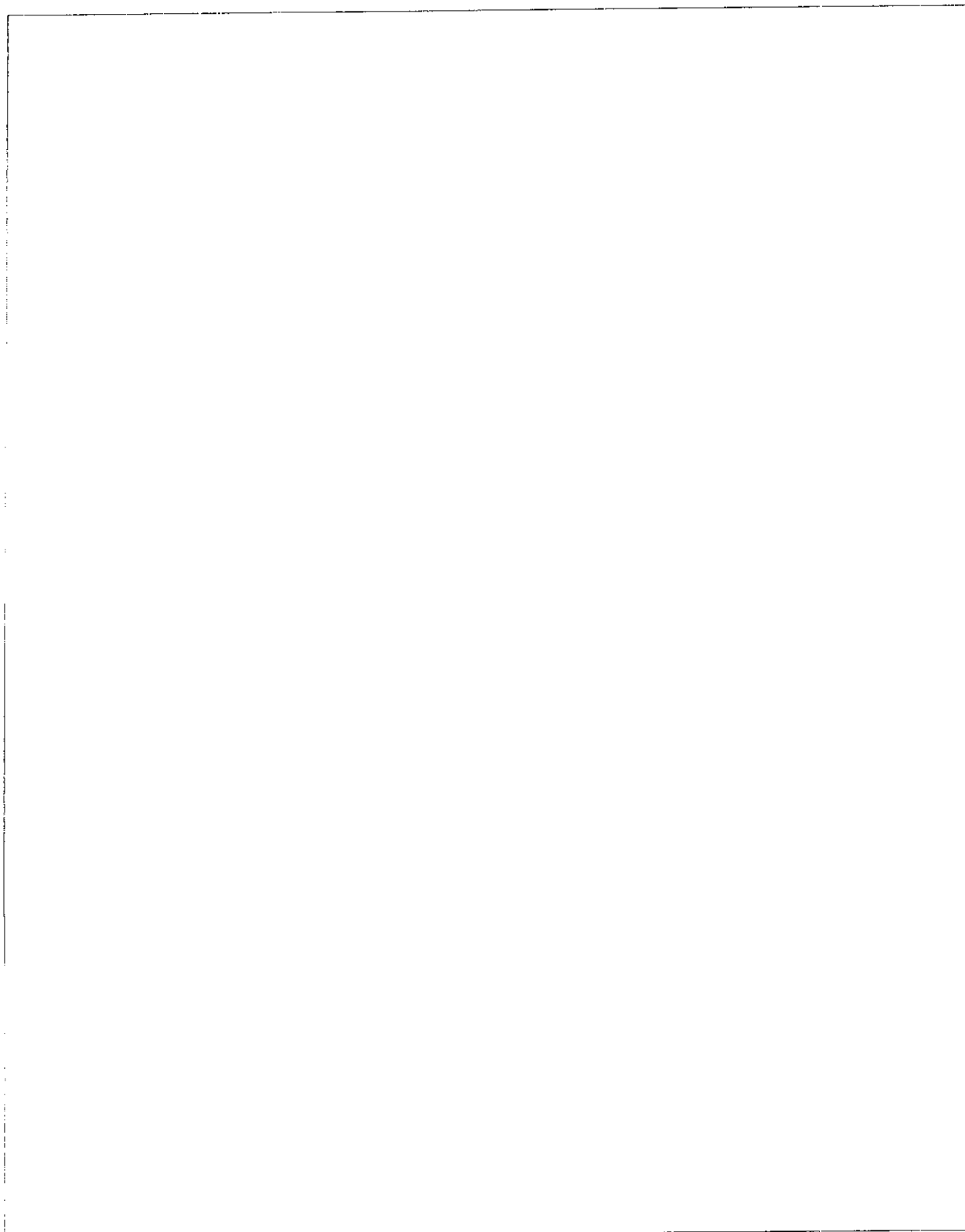
| | | | |
|--|-------------------------------------|--|---------------------------------|
| SIGNATURE  | NAME OF SIGNER Shawn-Talbot Rice | TITLE OF SIGNER Authorized Representative | DATE PREPARED March 26, 2009 |
|--|-------------------------------------|--|---------------------------------|

ADDITIONAL COPIES OF THIS FORM MAY BE OBTAINED FROM OFAC'S WEBSITE AT NO CHARGE: <<http://www.treas.gov/ofac>>



PAGE 2

ADDITIONAL INFORMATION



PAGE 3

INSTRUCTIONS

WHERE FUNDS HAVE BEEN BLOCKED AT A U.S. FINANCIAL INSTITUTION DUE TO U.S. GOVERNMENT SANCTIONS, A PARTY WITH AN INTEREST IN THE FUNDS MAY SUBMIT THIS APPLICATION TO THE OFFICE OF FOREIGN ASSETS CONTROL FOR A SPECIFIC LICENSE TO REQUEST THEIR RELEASE:

- TYPE OR PRINT CLEARLY, COMPLETING ALL APPLICABLE SECTIONS
- ATTACH COPIES OF ANY DOCUMENTS RELATED TO THE UNDERLYING TRANSACTION (E.G., INVOICES, BILLS OF LADING, PHOTOCOPY OF THE ORIGINAL PAYMENT OR TRANSFER INSTRUCTIONS, ETC.)
- ALL DOCUMENTS MUST BE IN ENGLISH OR INCLUDE AN ENGLISH TRANSLATION
- FAILURE TO PROVIDE ADEQUATE INFORMATION MAY RESULT IN YOUR APPLICATION BEING RETURNED WITHOUT ACTION
- MAIL THE COMPLETED AND SIGNED APPLICATION, TOGETHER WITH ACCOMPANYING DOCUMENTATION AND TWO COPIES OF THE ENTIRE SUBMISSION, TO THE OFFICE OF FOREIGN ASSETS CONTROL, 1500 PENNSYLVANIA AVENUE, NW-ANNEX, WASHINGTON, D.C. 20220, ATTN: BLOCKED FUNDS APPLICATION
- APPLICATIONS WILL NOT BE ACCEPTED BY FAX
- UNLESS OTHERWISE PROVIDED, A COPY OF THIS APPLICATION AND ALL RELATED DOCUMENTATION MUST BE RETAINED BY THE APPLICANT FOR AT LEAST FIVE YEARS AFTER THE DATE OF THE UNDERLYING TRANSACTION
- UNLESS AUTHORIZED BY OFAC, APPLICATIONS MADE BY ANY OTHER METHOD WILL NOT BE CONSIDERED.

TERMS AND CONDITIONS:

- GRANTED UNDER THE AUTHORITY OF 50 U.S.C. APP. § 5(B), 22 U.S.C. § 2370(A), 22 U.S.C. § 6001, AND 31CFR PARTS 501, AND THE RELEVANT PART OF 31CFR PERTAINING TO THE LICENSE
- AN APPLICATION THAT HAS BEEN APPROVED, SIGNED BY THE AUTHORIZING OFAC OFFICIAL, AND IMPRESSED WITH AN OFFICIAL OFAC SEAL IS A SPECIFIC LICENSE.
- LICENSEES SHALL FURNISH AND MAKE AVAILABLE FOR INSPECTION ANY RELEVANT INFORMATION, RECORDS OR REPORTS REQUESTED BY THE SECRETARY OF THE TREASURY OR ANY DULY AUTHORIZED OFFICER OR AGENCY OF THE SECRETARY.
- A SPECIFIC LICENSE IS NOT TRANSFERABLE, IS NON-PRECEDENTIAL AND IS SUBJECT TO THE PROVISIONS OF 31CFR PART 501, THE RELEVANT PART OF 31CFR (PART 500, 515, 535, 536, 538, 550, 575, 585, 586, 595, 597) PERTAINING TO THE SANCTIONS PROGRAM UNDER WHICH THE TRANSFER WAS BLOCKED AND ANY REGULATIONS OR RULINGS ISSUED PURSUANT THERETO; A LICENSE MAY BE REVOKED OR MODIFIED AT ANY TIME AT THE DISCRETION OF THE SECRETARY OF THE TREASURY ACTING DIRECTLY OR THROUGH THE AGENCY THROUGH WHICH THE LICENSE WAS ISSUED, OR ANY OTHER AGENCY DESIGNATED BY THE SECRETARY OF THE TREASURY. IF A SPECIFIC LICENSE WAS ISSUED AS A RESULT OF WILLFUL MISREPRESENTATION ON THE PART OF THE APPLICANT OR HIS AGENT, IT MAY, AT THE DISCRETION OF THE SECRETARY OF THE TREASURY, BE DECLARED VOID FROM THE DATE OF ITS ISSUANCE, OR FROM ANY OTHER DATE.
- A SPECIFIC LICENSE DOES NOT EXCUSE COMPLIANCE WITH ANY LAW OR REGULATION ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OR ANOTHER AGENCY (INCLUDING REPORTING REQUIREMENTS) APPLICABLE TO THE TRANSACTIONS AND ACTIVITIES THEREIN LICENSED, NOR DOES IT RELEASE THE LICENSEES OR THIRD PARTIES FROM CIVIL OR CRIMINAL LIABILITY FOR VIOLATION OF ANY LAW OR REGULATION.
- A SPECIFIC LICENSE IS ISSUED BY DIRECTION AND ON BEHALF OF THE SECRETARY OF THE TREASURY
- ATTENTION IS DIRECTED TO 19 U.S.C. §§ 1592 AND 1595A, 18 U.S.C. § 545, 18 U.S.C. § 1001, 50 U.S.C. APP. § 16, AND SECTION 701 ET SEQ. (PENALTIES) OF THE RELEVANT PART OF 31CFR PERTAINING TO THE ATTACHED LICENSE

WARNING!

MAKING FALSE OR MISLEADING STATEMENTS ON OR IN CONNECTION WITH THIS APPLICATION, ALTERING THE DETERMINATION, OR FORGING THE SIGNATURE OF THE AUTHORIZING OFFICIAL OR THE OFAC SEAL MAY CONSTITUTE SERIOUS CRIMINAL AND/OR CIVIL VIOLATIONS OF FEDERAL LAW AND MAY RESULT IN SUBSTANTIAL FINES

PAPERWORK REDUCTION ACT STATEMENT: The paperwork requirement has been cleared under the Paperwork Reduction Act of 1995. The Office of Foreign Assets Control (OFAC) of the Department of the Treasury requires this information to be furnished pursuant to 31 CFR Part 501. The information collected will be used for U.S. Government to evaluate and process license applications submitted by applicants whose money has been blocked pursuant to OFAC sanctions. It is the policy of OFAC to protect the confidentiality of information in appropriate cases pursuant to the exemptions from disclosure provided under the Freedom of Information Act and the Privacy Act. The estimated burden associated with this collection of information is 30 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Compliance Programs Division, Office of Foreign Assets Control, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220 and the Office of Management and Budget, Paperwork Reduction Project (OMB NUMBER WILL BE INSERTED HERE), Washington, D.C. 20503. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**

OMB No. 1545-1621

- Section references are to the Internal Revenue Code. ► See separate instructions.
► Give this form to the withholding agent or payer. Do not send to the IRS.

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual. W-9
 - A person claiming that income is effectively connected with the conduct of a trade or business in the United States. W-8ECI
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions). W-8ECI or W-8IMY
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions). W-8ECI or W-8EXP
- Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- A person acting as an intermediary. W-8IMY
- Note:** See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

| | |
|--|--|
| 1 Name of individual or organization that is the beneficial owner SHAWN TALBOT RICE | 2 Country of incorporation or organization CALIFORNIA |
| 3 Type of beneficial owner: <input checked="" type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation | |
| 4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. 168 WEST LEWIS City or town, state or province. Include postal code where appropriate. ASH FORK, ARIZONA 86320 | |
| 5 Mailing address (if different from above) PO BOX 700#81 City or town, state or province. Include postal code where appropriate. ASH FORK, ARIZONA 86320 | |
| 6 U.S. taxpayer identification number, if required (see instructions) 573531255 | 7 Foreign tax identifying number, if any (optional) <input checked="" type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN |
| 8 Reference number(s) (see instructions) | |

Part II Claim of Tax Treaty Benefits (if applicable)

- 9** I certify that (check all that apply):
- a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
 - b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10** Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

- 11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1** I am the beneficial owner or am authorized to sign for the beneficial owner) of all the income to which this form relates,
 - 2** The beneficial owner is not a U.S. person,
 - 3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
 - 4** For proper transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

Printed on Recycled Paper

APPOINTMENT AFFIDAVITS

Trustee

(Position to which Appointed)

March 3, 2009

(Date Appointed)

(Department or Agency)

Presiding Judge

(Bureau or Division)

(Place of Employment)

I, _____, do solemnly swear (or affirm) that--

A. OATH OF OFFICE

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

B. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO THE PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

(Signature of Appointee)

Subscribed and sworn (or affirmed) before me this ____ day of _____, 2____

at _____
(City) (State)

(SEAL)

(Signature of Officer)

Commission expires _____

(If by a Notary Public, the date of his/her Commission should be shown)

(Title)

Note - If the appointee objects to the form of the oath on religious grounds, certain modifications may be permitted pursuant to the Religious Freedom Restoration Act. Please contact your agency's legal counsel for advice.

APPOINTMENT AFFIDAVITS

Co-Trustee

(Position to which Appointed)

March 3, 2009

(Date Appointed)

(Department or Agency)

(Bureau or Division)

(Place of Employment)

I, Eric Johnson, do solemnly swear (or affirm) that--

A. OATH OF OFFICE

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

B. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO THE PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

(Signature of Appointee)

Subscribed and sworn (or affirmed) before me this ____ day of _____, 2____

at _____

(City)

(State)

(SEAL)

(Signature of Officer)

Commission expires _____

(If by a Notary Public, the date of his/her Commission should be shown)

(Title)

Note - If the appointee objects to the form of the oath on religious grounds, certain modifications may be permitted pursuant to the Religious Freedom Restoration Act. Please contact your agency's legal counsel for advice.

APPOINTMENT AFFIDAVITS

CLOSING OFFICER

(Position to which Appointed)

March 3, 2009

(Date Appointed)

(Department or Agency)

(Bureau or Division)

(Place of Employment)

I, Michael Kimbrell, do solemnly swear (or affirm) that--

A. OATH OF OFFICE

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

B. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO THE PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

(Signature of Appointee)

Subscribed and sworn (or affirmed) before me this ____ day of _____, 2____

at _____
(City) (State)

(SEAL)

(Signature of Officer)

Commission expires _____

(If by a Notary Public, the date of his/her Commission should be shown)

(Title)

Note - If the appointee objects to the form of the oath on religious grounds, certain modifications may be permitted pursuant to the Religious Freedom Restoration Act. Please contact your agency's legal counsel for advice.

Standard Form 85F
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.
2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."
4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.
5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.
7. All telephone numbers must include area codes.
8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.
9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.
10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation, and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

| | | | | | | | | | |
|-----------------|----|----------------------|----|---------------|----|-------------------|----|---------------|----|
| Alabama | AL | Hawaii | HI | Massachusetts | MA | New Mexico | NM | South Dakota | SD |
| Alaska | AK | Idaho | ID | Michigan | MI | New York | NY | Tennessee | TN |
| Arizona | AZ | Illinois | IL | Minnesota | MN | North Carolina | NC | Texas | TX |
| Arkansas | AR | Indiana | IN | Mississippi | MS | North Dakota | ND | Utah | UT |
| California | CA | Iowa | IA | Missouri | MO | Ohio | OH | Vermont | VT |
| Colorado | CO | Kansas | KS | Montana | MT | Oklahoma | OK | Virginia | VA |
| Connecticut | CT | Kentucky | KY | Nebraska | NE | Oregon | OR | Washington | WA |
| Delaware | DE | Louisiana | LA | Nevada | NV | Pennsylvania | PA | West Virginia | WV |
| Florida | FL | Maine | ME | New Hampshire | NH | Rhode Island | RI | Wisconsin | WI |
| Georgia | GA | Maryland | MD | New Jersey | NJ | South Carolina | SC | Wyoming | WY |
| American Samoa | AS | District of Columbia | DC | Guam | GU | Northern Marianas | CM | Puerto Rico | PR |
| Trust Territory | TT | Virgin Islands | VI | | | | | | |

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

Standard Form 85P (EG)
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

OPM Codes Case Number
USE
ONLY

Agency Use Only (Complete items A through P using instructions provided by USOPM)

| | | | | | | | | |
|--------------------------------|--|---------------------------------|---------------------|--------------------------------|-------------------------|------------------|-----|----------|
| A Type of Investigation | B Extra Coverage | C Sensitivity/Risk Level | D Compul/ADP | E Nature of Action Code | F Date of Action | Month | Day | Year |
| G Geographic Location | H Position Code | I Position Title | | | | | | |
| J SON | K Location of Official Personnel Folder | Other Address | | | | | | ZIP Code |
| L SOI | M Location of Security Folder | Other Address | | | | | | ZIP Code |
| N OPAC-ALC Number | O Accounting Data and/or Agency Case Number | | | | | | | |
| P Requesting Official | Name and Title | | Signature | | | Telephone Number | | Date |

Persons completing this form should begin with the questions below.

| | | | | | | | |
|--|--|---|--|--|--|---|----------------|
| 1 FULL NAME | | • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN". | | - If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name. | | 2 DATE OF BIRTH | |
| Last Name | | First Name | | Middle Name | | Jr., II, etc. | Month Day Year |
| 3 PLACE OF BIRTH - Use the two letter code for the State. | | | | | | 4 SOCIAL SECURITY NUMBER | |
| City | | County | | State Country (if not in the United States) | | | |
| 5 OTHER NAMES USED | | | | | | | |
| Name | | Month/Year | | Name | | Month/Year | |
| #1 | | To | | #3 | | To | |
| Name | | Month/Year | | Name | | Month/Year | |
| #2 | | To | | #4 | | To | |
| 6 OTHER IDENTIFYING INFORMATION | | Height (feet and inches) | | Weight (pounds) | | Hair Color | |
| | | | | | | Eye Color | |
| | | | | | | Sex (Mark one box) | |
| | | | | | | <input type="checkbox"/> Female <input type="checkbox"/> Male | |
| 7 TELEPHONE NUMBERS | | Work (include Area Code and extension) | | Home (include Area Code) | | | |
| | | Day | | Day | | | |
| | | Night | | Night | | | |
| 8 CITIZENSHIP | | | | | | b Your Mother's Maiden Name | |
| a Mark the box at the right that reflects your current citizenship status, and follow its instructions. | | | | | | | |
| | | <input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d. | | | | | |
| | | <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d. | | | | | |
| | | <input type="checkbox"/> I am not a U.S. citizen. Answer items b and e. | | | | | |
| c UNITED STATES CITIZENSHIP. If you are a U.S. citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship. | | | | | | | |
| Naturalization Certificate (Where were you naturalized?) | | | | | | | |
| Court | | City | | State | | Certificate Number | |
| | | | | | | Month/Day/Year Issued | |
| Citizenship Certificate (Where was the certificate issued?) | | | | | | | |
| City | | | | State | | Certificate Number | |
| | | | | | | Month/Day/Year Issued | |
| State Department Form 240 - Report of Birth Abroad of a Citizen of the United States | | | | | | | |
| Give the date the form was prepared and give an explanation if needed. | | Month/Day/Year | | Explanation | | | |
| | | | | | | | |
| U.S. Passport | | | | | | | |
| This may be either a current or previous U.S. Passport | | | | Passport Number | | Month/Day/Year Issued | |
| | | | | | | | |
| d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right. | | | | | | | |
| | | | | | | | |
| e ALIEN If you are an alien, provide the following information: | | | | | | | |
| Place You Entered the United States: | | City | | State | | Date You Entered U.S. | |
| | | | | | | Month Day Year | |
| | | | | | | Alien Registration Number | |
| | | | | | | Country(ies) of Citizenship | |

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence; do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible; for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

| | | | | | | |
|-----------------------------|--------------------------|----------------|--------|----------------|-------|----------|
| Month/Year #1 | Month/Year To Present | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Month/Year #2 | Month/Year To | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Month/Year #3 | Month/Year To | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Month/Year #4 | Month/Year To | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Month/Year #5 | Month/Year To | Street Address | Apt. # | City (Country) | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State | ZIP Code |

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

| | | | | | |
|---|------------------|----------------|----------------|----------------------|--------------------|
| Month/Year #1 | Month/Year To | Code | Name of School | Degree/Diploma/Other | Month/Year Awarded |
| Street Address and City (Country) of School | | | | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State |
| | | Street Address | Apt. # | City (Country) | State |
| Month/Year #2 | Month/Year To | Code | Name of School | Degree/Diploma/Other | Month/Year Awarded |
| Street Address and City (Country) of School | | | | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State |
| | | Street Address | Apt. # | City (Country) | State |
| Month/Year #3 | Month/Year To | Code | Name of School | Degree/Diploma/Other | Month/Year Awarded |
| Street Address and City (Country) of School | | | | State | ZIP Code |
| Name of Person Who Knew You | | Street Address | Apt. # | City (Country) | State |
| | | Street Address | Apt. # | City (Country) | State |

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

| Month/Year | Month/Year | Code | Employer/Verifier Name/Military Duty Location | Your Position Title/Military Rank | | |
|---|------------|----------------|---|-----------------------------------|----------|----------------------|
| #1 | | | | | | |
| To Present | | | | | | |
| Employer's/Verifier's Street Address | | | City (Country) | State | ZIP Code | Telephone Number () |
| Street Address of Job Location (if different than Employer's Address) | | | City (Country) | State | ZIP Code | Telephone Number () |
| Supervisor's Name & Street Address (if different than Job Location) | | | City (Country) | State | ZIP Code | Telephone Number () |
| PREVIOUS PERIODS OF ACTIVITY (Block #1) | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| Month/Year | Month/Year | Position Title | Supervisor | | | |
| To | | | | | | |
| #2 | | | | | | |
| To | | | | | | |
| Employer's/Verifier's Street Address | | | City (Country) | State | ZIP Code | Telephone Number () |
| Street Address of Job Location (if different than Employer's Address) | | | City (Country) | State | ZIP Code | Telephone Number () |
| Supervisor's Name & Street Address (if different than Job Location) | | | City (Country) | State | ZIP Code | Telephone Number () |
| PREVIOUS PERIODS OF ACTIVITY (Block #2) | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| Month/Year | Month/Year | Position Title | Supervisor | | | |
| To | | | | | | |
| #3 | | | | | | |
| To | | | | | | |
| Employer's/Verifier's Street Address | | | City (Country) | State | ZIP Code | Telephone Number () |
| Street Address of Job Location (if different than Employer's Address) | | | City (Country) | State | ZIP Code | Telephone Number () |
| Supervisor's Name & Street Address (if different than Job Location) | | | City (Country) | State | ZIP Code | Telephone Number () |
| PREVIOUS PERIODS OF ACTIVITY (Block #3) | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| | Month/Year | Month/Year | Position Title | Supervisor | | |
| | To | | | | | |
| Month/Year | Month/Year | Position Title | Supervisor | | | |
| To | | | | | | |

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

| Month/Year | | Code | Employer/Verifier Name/Military Duty Location | | Your Position Title/Military Rank | | |
|---|------------|------------|---|--|-----------------------------------|----------|-------------------------|
| #4 | To | | | | | | |
| Employer's/Verifier's Street Address | | | City (Country) | | State | ZIP Code | Telephone Number () |
| Street Address of Job Location (if different than Employer's Address) | | | City (Country) | | State | ZIP Code | Telephone Number () |
| Supervisor's Name & Street Address (if different than Job Location) | | | City (Country) | | State | ZIP Code | Telephone Number () |
| PREVIOUS PERIODS OF ACTIVITY (Block #4) | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |
| | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |
| PREVIOUS PERIODS OF ACTIVITY (Block #5) | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |
| | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |
| PREVIOUS PERIODS OF ACTIVITY (Block #6) | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |
| | Month/Year | Month/Year | Position Title | | Supervisor | | |
| | To | | | | | | |

12 YOUR EMPLOYMENT RECORD

Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

Use the following codes and explain the reason your employment was ended:

- | | | |
|---|---|---|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons under unfavorable circumstances |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | |

| Month/Year | Code | Specify Reason | Employer's Name and Address (Include city/Country if outside U.S.) | State | ZIP Code |
|------------|------|----------------|--|-------|----------|
| | | | | | |

Enter your Social Security Number before going to the next page →

13 PEOPLE WHO KNOW YOU WELL

PEOPLE WHO KNOW YOU WELL
List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

| Name | | Dates Known | | Telephone Number | | | |
|----------------------|--|-------------|------------|------------------|-------|-------|----------|
| #1 | | Month/Year | Month/Year | Day | Night | () | |
| Home or Work Address | | To | | City (Country) | | State | ZIP Code |
| Name | | Dates Known | | Telephone Number | | | |
| #2 | | Month/Year | Month/Year | Day | Night | () | |
| Home or Work Address | | To | | City (Country) | | State | ZIP Code |
| Name | | Dates Known | | Telephone Number | | | |
| #3 | | Month/Year | Month/Year | Day | Night | () | |
| Home or Work Address | | To | | City (Country) | | State | ZIP Code |

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

☐ 1 - Never married (go to question 15)
 ☐ 3 - Separated
 ☐ 5 - Divorced
☐ 2 - Married
 ☐ 4 - Legally Separated
 ☐ 6 - Widowed

Current Spouse Complete the following about your current spouse.

| Current Spouse - Complete the following about your current spouse: | | | |
|--|-----------------------------|--|------------------------|
| Full Name | Date of Birth (Mo./Day/Yr.) | Place of Birth (Include country if outside the U.S.) | Social Security Number |

Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)

| | | | |
|------------------------|----------------------------|---|-------|
| Country of Citizenship | Date Married (Mo./Day/Yr.) | Place Married (Include country if outside the U.S.) | State |
|------------------------|----------------------------|---|-------|

| | | |
|--|---|-------|
| If Separated, Date of Separation (Mo./Day/Yr.) | If Legally Separated, Where is the Record Located? City (Country) | State |
|--|---|-------|

Address of Current Spouse (Street, city, and country if outside the U.S.)

| | |
|-------|----------|
| State | ZIP Code |
|-------|----------|

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

- 1 - Mother (*first*) 3 - Stepmother 5 - Foster Parent 7 - Stepchild
2 - Father (*second*) 4 - Stepfather 6 - Child (*adopted also*)

[illegible]

Enter your Social Security Number before going to the next page

| | | |
|--|--------------------------|--------------------------|
| 16 YOUR MILITARY HISTORY | Yes | No |
| a Have you served in the United States military? | <input type="checkbox"/> | <input type="checkbox"/> |
| b Have you served in the United States Merchant Marine? | <input type="checkbox"/> | <input type="checkbox"/> |

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

• **Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

• **O/E.** Mark "O" block for Officer or "E" block for Enlisted.

• **Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

• **Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

| Month/Year | Month/Year | Code | Service/Certificate No. | O | E | Active | Active Reserve | Inactive Reserve | National Guard (State) | Country |
|------------|------------|------|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------|
| To | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| To | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | |
|--|--------------------------|--------------------------|
| 17 YOUR SELECTIVE SERVICE RECORD | Yes | No |
| a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b. | <input type="checkbox"/> | <input type="checkbox"/> |
| b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below. | <input type="checkbox"/> | <input type="checkbox"/> |

Registration Number

Legal Exemption Explanation

| | | |
|---|--------------------------|--------------------------|
| 18 YOUR INVESTIGATIONS RECORD | Yes | No |
| a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box. | <input type="checkbox"/> | <input type="checkbox"/> |

Codes for Investigating Agency

1 - Defense Department

2 - State Department

3 - Office of Personnel Management

4 - FBI

5 - Treasury Department

6 - Other (Specify)

Codes for Security Clearance Received

0 - Not Required

1 - Confidential

2 - Secret

3 - Top Secret

4 - Sensitive Compartmented Information

5 - Q

6 - L

7 - Other

| Month/Year | Agency Code | Other Agency | Clearance Code | Month/Year | Agency Code | Other Agency | Clearance Code |
|------------|-------------|--------------|----------------|------------|-------------|--------------|----------------|
| | | | | | | | |
| | | | | | | | |

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. **Note:** An administrative downgrade or termination of a security clearance is not a revocation.

| Month/Year | Department or Agency Taking Action | Month/Year | Department or Agency Taking Action |
|------------|------------------------------------|------------|------------------------------------|
| | | | |
| | | | |

| | | |
|--|--------------------------|--------------------------|
| 19 FOREIGN COUNTRIES YOU HAVE VISITED | Yes | No |
| List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.) | <input type="checkbox"/> | <input type="checkbox"/> |

• Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

• Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

• Do not repeat travel covered in items 9, 10, or 11.

| Month/Year | Month/Year | Code | Country | Month/Year | Month/Year | Code | Country |
|------------|------------|------|---------|------------|------------|------|---------|
| #1 | To | | | #5 | To | | |
| #2 | To | | | #6 | To | | |
| #3 | To | | | #7 | To | | |
| #4 | To | | | #8 | To | | |

Enter your Social Security Number before going to the next page

| | | | | | | | |
|--|---------|--------------|--|-------|----------|--------------------------|--------------------------|
| 20 YOUR POLICE RECORD <i>(Do not include anything that happened before your 16th birthday.)</i> | | | | | | Yes | No |
| In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.) | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| If you answered "Yes," explain your answer(s) in the space provided. | | | | | | | |
| Month/Year | Offense | Action Taken | Law Enforcement Authority or Court (City and county/country if outside the U.S.) | State | ZIP Code | | |
| | | | | | | | |
| | | | | | | | |

| | | | | | | | |
|---|------------|---|--|--|----------------------|--------------------------|--------------------------|
| 21 ILLEGAL DRUGS | | | | | | Yes | No |
| The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding. | | | | | | | |
| a In the last year, have you <u>illegally</u> used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs? | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another? | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received. | | | | | | | |
| Month/Year | Month/Year | Controlled Substance/Prescription Drug Used | | | Number of Times Used | | |
| To | To | | | | | | |
| To | To | | | | | | |

| | | | | | | | |
|---|----------------|----------------------------|---|-------|----------|--------------------------|--------------------------|
| 22 YOUR FINANCIAL RECORD | | | | | | Yes | No |
| a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below. | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Month/Year | Type of Action | Name Action Occurred Under | Name/Address of Court or Agency Handling Case | State | ZIP Code | | |
| | | | | | | | |
| | | | | | | | |

| | | | | | | | |
|---|--|-------------------------------------|--|--|-------|--------------------------|--------------------------|
| b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government. | | | | | | Yes | No |
| If you answered "Yes," provide the information requested below: | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Month/Year | Type of Loan or Obligation and Account # | Name/Address of Creditor or Obligor | | | State | ZIP Code | |
| | | | | | | | |
| | | | | | | | |

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

| | |
|-------------------------|------|
| Signature (Sign in ink) | Date |
| | |

Enter your Social Security Number before going to the next page →

Standard Form 85P
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732 and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

| | | |
|---------------------------------------|--|---|
| Signature <i>(Sign in ink)</i> | Full Name <i>(Type or Print Legibly)</i> | Date Signed |
| Other Names Used | | Social Security Number |
| Current Address <i>(Street, City)</i> | State | ZIP Code |
| | | Home Telephone Number <i>(Include Area Code)</i> () |

Standard Form 85P
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

| | | | |
|--------------------------------|-----------------------------------|----------|--|
| Signature (Sign in ink) | Full Name (Type or Print Legibly) | | Date Signed |
| Other Names Used | | | Social Security Number |
| Current Address (Street, City) | State | ZIP Code | Home Telephone Number (Include Area Code) () |

NOTICE

NOTICE OF MEMORANDUM OF LAW-Points and Authorities in Support of International Bill of Exchange

"Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes **against** these obligations of the United States due them; whose **private** property is at risk to collateralize the government's debt and currency, by legal definitions, a "national banking association"; such notes, issued **against** these obligations of the United States to that part of the public debt due its Principals and Sureties are required by law to be accepted as "legal tender" of payment for all debts public and private, and are defined in law as "obligations of the United States", on the same par and category with Federal reserve notes and other currency and legal tender obligations."
(Page 8)

RE: Item tendered for Discharge of Debt.

The instrument tendered to the bank and negotiated to the United States Treasury for settlement is an "Obligation of THE UNITED STATES," under Title 18 USC Sect.8, representing as the definition provides a "certificate of indebtednessdrawn upon an authorized officer of the United States," (in this case the Secretary of the Treasury)"issued under an Act of Congress" (in this case public law 73-10, HJR-192 of 1933 and Title 31 USC 3123, and 31 USC 5103) and by treaty (in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland).

TITLE 18 > PART I > CHAPTER 1 > Sec. 1. > Sec. 8.

Sec. 8. - Obligation or other security of the United States defined

The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, **drawn** by or **upon** **authorized officers of the United States**, stamps and other representatives of value, of whatever denomination, **issued under any Act of Congress**, and canceled United States stamps.

The International Bill of Exchange is legal tender as a national bank note, or note of a National Banking Association, by legal and/or statutory definition (UCC 4-105, 12CFR Sec. 229.2, 210.2,

12 USC 1813) , issued under Authority of the United States Code **31 USC 392, 5103**, which officially defines this as a statutory legal tender obligation of THE UNITED STATES, and is issued in accordance with **31 USC 3123** and **HJR- 192(1933)** which establish and provide for its issuance as "Public Policy" in remedy for discharge of equity interest recovery on that portion of the public debt to its Principals, and Sureties bearing the Obligations of THE UNITED STATES.

This is a statutory remedy for equity interest recovery due the principles and sureties of the United States **for discharge of lawful debts in commerce in conjunction with US obligations to that portion of the public debt it is intended to reduce.**

During the financial crisis of the depression, in 1933 substance of gold, silver and real money was **removed** as a foundation for our financial system.

In its place the **substance** of the American citizenry: **their** real property, wealth, assets and productivity **that belongs to them** was, in effect, **'pledged'** by the government and **placed at risk** as the **collateral** for **US debt, credit and currency** for commerce to function.

This is well documented in the actions of Congress and the President at that time and in the Congressional debates that preceded the adoption of the reorganizational measures:

Senate Document No. 43, 73rd Congress, 1st Session, stated,

"Under the new law the money is issued to the banks **in return** for **Government obligations, bills of exchange, drafts, notes, trade acceptances, and banker's acceptances. The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the Nation."** (Which **lawfully belongs** to these private citizens.)

The National Debt is defined as "**mortgages on the wealth and income of the people of a country.**" (Encyclopedia Britannica, 1959.)
Their wealth, **their** income.

The reorganization is evidenced by:

the Emergency Banking Act, March 9, 1933, House Joint Resolution 192, June 5, 1933 (public law 73-10) And the Series of Executive Orders that surrounded them:

6073- Reopening of Banks. Embargo on Gold Payments and Exports, and Limitations on Foreign Exchange Transactions. March 10, 1933

6111-Transactions in foreign exchange are permitted under Governmental Supervision. April 20, 1933

6102 - Forbidding the hoarding of gold coin, gold bullion and gold certificates. April 5, 1933

On December 23, 1913, Congress had passed "An Act to provide for the establishment of Federal reserve banks, to furnish an elastic currency, to afford a means of rediscounting commercial paper, to establish a more effective supervision of banking in the United States, and **for other purposes**". The Act is commonly known as **the "Federal Reserve Act"**.

One of the purposes for enacting the Federal Reserve Act was :

(3) to authorize "hypothecation" of obligations including "United States bonds or other securities which Federal reserve Banks are authorized to hold" under Section 14(a);

12 USC; ch. 6, 38 Stat. 251 Sect 14(a)

The term "**hypothecation**" as stated in Section 14(a) of the Act is defined:

"1. Banking. **Offer of** stocks, bonds, or other **assets owned by a party other than the borrower as collateral for a loan, without transferring title.** If the borrower turns the property over to the lender who holds it for safekeeping, the action is referred to as a **pledge. If the borrower retains possession, but gives the lender the right to sell the property in event of default, it is a true hypothecation.**

2. Securities. The pledging of negotiable securities to collateralize a broker's **margin** loan. The broker pledges the same securities to a bank as collateral for a broker's loan, the process is referred to as **rehypothecation.**"

[Dictionary Of Banking Terms, Fitch, pg. 228 (1997)]

As seen from the definitions, in hypothecation there is **equitable** risk to the **actual** owner.

Section 16 of the current Federal Reserve Act, which is codified at 12 USC 411, declares that "**Federal Reserve Notes**" are "**obligations of the United States**".

So we see the "**full faith and credit**" of the **United States:** which is the **substance** of the American citizenry: **their** real property, wealth, assets and productivity that **belongs to them**, is thereby **hypothecated and rehypothecated** by the United States to **its** obligations as well as to the Federal Reserve **for the issuance and backing of Federal Reserve Notes as legal tender** "for all taxes, customs, and other public dues".

TITLE 12 > CHAPTER 3 > SUBCHAPTER XII > Sec. 411.

Sec. 411. - Issuance to reserve banks; nature of obligation; redemption

Federal Reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. **The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues.**

The commerce and credit of the nation continues on today under financial reorganization (Bankruptcy) as it has since 1933, **still** backed by the assets and wealth of the American citizenry: **at risk** for the **government's** obligations and currency.

Under the 14th amendment and numerous Supreme Court precedents, as well as in equity, **Private property can not be taken or pledged for public use without just compensation, or due process of law.** The United States can not pledge or risk the property and wealth of its **private citizens, for any government purpose without legally providing them remedy to recover what is due them on their risk.**

This principle is so well established in English common law and in the history of American jurisprudence.

The 14th amendment provides: “no person shall be deprived of...property without due process of law”.

And Courts have long ruled to have one's property legally held as collateral or surety for a debt even when he still owns it and still has it is to **deprive** him of it since it is at risk and could be lost for the debt at any time.

The United States Supreme Court said, in United States v. Russell [13 Wall, 623, 627] “**Private property, the Constitution provides, shall not be taken for public use without just compensation.**”

“The **right of subrogation** is not founded on contract. It is a creature of equity; is enforced solely for the purpose of accomplishing the ends of substantial justice; and is independent of any contractual relations between the parties.” Memphis & L. R. R. Co. v. Dow, 120 U.S. 287, 301-302 (1887).

The rights of a surety to recovery on his risk or loss when standing for the debts of another was reaffirmed again as late as 1962 in Pearlman v. Reliance Ins.Co., 371 U.S. 132 when the Court said:

...“sureties compelled to pay debts for their principal have been deemed entitled to reimbursement, even without a contractual promise ...And probably there are few doctrines better established.....”

Black's Law Dictionary, 5th edition, defines “surety”:

“One who undertakes to pay or to do any other act in event that his principal fails therein. Everyone who incurs a **liability in person or estate** for the benefit of another, without sharing in the consideration, stands in the position of a “surety.”

Constitutionally and in the laws of equity, the United States could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit without legally providing them equitable remedy for recovery of what is due them.

The United States government, of course, did **not** violate the law or the Constitution in this way, in order to collateralize its financial reorganization, but did, **in fact**, provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate the **private** wealth and assets of those classes of persons by whom it is owned, , **at risk backing the government's** obligations and currency, **by their implied consent**, through the government having provided such **remedy**, as defined and codified above, for recovery of what is due them on their assets and wealth at risk.

The provisions for this are found in the same act of "Public Policy" **HJR-192, public law 73-10** that suspended the gold standard for our currency, abrogated the right to demand payment in gold, and made Federal Reserve notes for the first time legal tender, "**backed by the substance or 'credit of the nation'**".

All US currency since that time is only **credit** against the real property, wealth and assets belonging to the private sovereign American people, **taken** and/or '**pledged**' by THE UNITED STATES to its **secondary** creditors as **security** for its obligations. Consequently, those **backing** the nation's credit and currency **could not** recover what was due them **by anything drawn on Federal Reserve notes without expanding their risk and obligation to themselves**. Any recovery payments backed by this currency would only **increase the public debt its citizens were collateral for, which an equitable remedy was intended to reduce**, and in equity would not satisfy anything. And there was **no longer actual money of substance to pay anybody**.

There are other serious limitations on our present system. **Since the institution of these events, for practical purposes of commercial exchange, there has been no actual money in circulation by which debt owed from one party to another can actually be repaid.** Federal Reserve Notes, although made legal tender for all debts public and private in the reorganization, can only **discharge** a debt. Debt must be "**payed**" with **value or substance** (i.e. gold, silver, barter, labor, or a commodity). For this reason HJR-192 (1933), which established the "public policy" of our current monetary system, repeatedly uses the technical term of "discharge" in conjunction with "payment" in laying out public policy for the new system. A debt currency system cannot pay debt.

So from that time to the present, commerce in the corporate UNITED STATES and among sub-corporate subject entities has had only debt note instruments by which debt can be discharged and transferred in different forms. The unpaid debt, created and/or expanded by the plan now carries a **public liability** for collection in that when debt is discharged with debt instruments, (i.e. Federal Reserve Notes included), by our commerce, debt is inadvertently being **expanded** instead of being **cancelled**, thus **increasing the public debt. A situation potentially fatal to any economy.**

Congress and government officials who orchestrated the public laws and regulations that made the **financial reorganization** anticipated the long term effect of a debt based financial system which many in government feared, and which we face today in servicing the interest on trillions upon trillions of dollars in US Corporate public debt and in this same act made provision not only for the **recovery remedy to satisfy equity** to its Sureties, but **to simultaneously resolve this problem as well.**

Since it is, in fact, the real property, wealth and assets of that class of persons that is **the substance** backing **all** the other obligations, currency and credit of THE UNITED STATES and **such currencies could not be used to reduce its obligations for equity interest recovery to its Principals and Sureties.**

HJR-192 further made the **"notes of national banks"** and **"national banking associations"** on a par with its other currency and legal tender obligations,

Now TITLE 31, SUBTITLE IV, CHAPTER 51, SUBCHAPTER I, Sec. 5103, says,

Legal tender - United States coins and currency (including Federal reserve notes and circulating **notes of** Federal reserve banks and **national banks**) are **legal tender** for all debts, public charges, taxes, and dues. (emphasis added)

But this official definition for '**legal tender**' was first established in **HJR-192 (1933)** in the same act that made federal reserve notes and **notes of national banking associations** legal tender.

Public Policy HJR-192
JOINT RESOLUTION TO SUSPEND THE GOLD
STANDARD AND ABROGATE THE GOLD CLAUSE,
JUNE 5, 1933

H.J. Res. 192, 73rd Cong., 1st Session

Joint resolution to assure uniform value to the coins and currencies of the United States.

As used in this resolution, **the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency)** payable in money of the United States; and **the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.**

"All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, for public and private, public charges, taxes, duties, and dues,"

[USC Title 12.221 Definitions – "The terms "**national bank**" and "**national banking association**"....shall be held to be **synonymous and interchangeable.**"]

"notes of national banks" or "national banking associations" have continuously been maintained in the official definition of legal tender since June 5, 1933 to the present day, when the term had never been used to define "currency" or "legal tender" before that.

Prior to 1933 the forms of currency in use that were legal tender were many and varied:

- United States Gold Certificates – United States Notes – Treasury Notes – Interest bearing notes
- Gold Coins of United States – Standard silver dollars – Subsidiary silver coins – minor coins
- Commemorative coins –

but the list did not include federal reserve notes or notes of national banks or national banking associations despite the fact national bank notes were a common medium of exchange or "currency" and had been, almost since the founding of our banking system and were backed by United States bonds or other securities on deposit for the bank with the US Treasury.

Further, **from the time of their inclusion in the definition they have been phased out** until presently **all** provisions in the United States Code pertaining to **incorporated federally chartered National Banking institutions issuing, redeeming, replacing and circulating notes** have all been **repealed:**

USC TITLE 12 > CHAPTER 2 - NATIONAL BANKS**SUBCHAPTER V - OBTAINING AND ISSUING CIRCULATING NOTES**

□ Sec. 101 to 110, Repealed. Pub. L. 103-325, title VI, Sec. 602e5-11, f2-4A, g9, Sept. 23, 1994, 108 Stat. 2292, 2294

SUBCHAPTER VI - REDEMPTION AND REPLACEMENT OF CIRCULATING NOTES

- Sec. 121, Repealed. Pub. L. 103-325, title VI, Sec. 602f4B, Sept. 23, 1994, 108 Stat. 2292
- Sec. 121a, Redemption of notes unidentifiable as to bank of issue
- Sec. 122, Repealed. Pub. L. 97-258, Sec. 5b, Sept. 13, 1982, 96 Stat. 1068
- Sec. 122a, Redeemed notes of unidentifiable issue; funds charged against
- Sec. 123 to 126, Repealed. Pub. L. 103-325, title VI, Sec. 602e12, 13, f4C, 6, Sept. 23, 1994, 108 Stat. 2292, 2293
- Sec. 127, Repealed. Pub. L. 89-554, Sec. 8a, Sept. 6, 1966, 80 Stat. 633

As stated in 'Money and Banking', 4th edition, by David H. Friedman, publ. by the American Bankers Association, page 78, "Today commercial banks no longer issue currency,"

It is clear, federally incorporated banking institutions subject to the restrictions and repealed provisions of Title 12, **are not those primarily referred to maintained in the current definition of "legal tender"**.

The legal statutory and professional definitions of **"bank", "banking", and "banker"** used in the United States Code and Code of Federal Regulations are not those commonly understood for these terms and have made the statutory definition of **"Bank"** accordingly:

UCC 4-105 PART 1 "Bank" means a person engaged in the business of banking,

12CFR Sec. 229.2 Definitions (c) Bank means—"the term bank also includes any person engaged in the business of banking,"

12CFR Sec. 210.2 Definitions. (d) Bank means any person engaged in the business of banking."

USC Title 12 Sec. 1813. -Definitions of Bank and Related Terms. - (1) Bank. - The term "bank" - (A) "means any national bank, State bank, and District bank, and any Federal branch and insured branch;"

Black's Law Dictionary, 5th Edition, page 133, defines a "Banker" as,

"In general sense, person that engages in business of banking. In narrower meaning, a private person.....; who is engaged in the business of banking without being incorporated. Under some statutes, an individual banker, as distinguished from a "private banker", is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state."

"Banking"- Is partly and optionally defined as "The business of issuing notes for circulation....., negotiating bills."

Black's Law Dictionary, 5th Edition, page 133, defines "Banking":

"The business of banking, as defined by law and custom, consists in the issue of notesintended to circulate as money....."

And defines a "**Banker's Note**" as:

"A commercial instrument resembling a bank note in every particular except that it is given by a private banker or unincorporated banking institution."

Federal Statute does **not** specifically define "**national bank**" and "**national banking association**" in those sections **where these uses are legislated on to exclude a private banker or unincorporated banking institution**.

It **does** define these terms to the **exclusion** of such persons in the chapters and sections where the issue and circulation of notes by national banks has been **repealed or forbidden**.

"In the absence of a statutory definition, courts give terms their ordinary meaning. "Bass, Terri L. v. Stolper, Koritzinsky, 111 F.3d 1325, 7th Cir. Apps. (1996).

As the U.S. Supreme Court noted, **"We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there."**

See, e.g., United States v. Ron Pair Enterprises, Inc., 489 U.S. 235, 241 -242 (1989); United States v. Goldenberg, 168 U.S. 95, 102 -103 (1897);

"The legislative purpose is expressed by the ordinary meaning of the words used. "Richards v. United States, 369 U.S.1 (1962).

Therefore, as noted above, the legal definitions relating to '**legal tender**' have been written by Congress and maintained as such to be both **exclusive**, where necessary, and **inclusive**, where appropriate, to provide in its statutory definitions of **legal tender** for the **inclusion** of all those, who by definition of private, unincorporated persons engaged in the business of banking to issue notes **against** the obligation of the United States for recovery on their risk, whose **private** assets and property are being used to collateralize the obligations of the United States since 1933, as collectively and nationally constituting a legal class of persons being a "**national bank**" or "**national banking association**" with the right to issue such notes against The **Obligation of THE UNITED STATES** for equity interest recovery due and accrued to these **Principals and Sureties of the United States** backing the obligations of US currency and credit; as a means for the legal tender discharge of lawful debts in commerce as remedy due them in conjunction with US obligations to the discharge of that portion of the public debt, which is provided for in the present financial reorganization still in effect and ongoing since 1933. [12 USC 411, 18 USC 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC 5118, 3123. with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in United States v. Russell (13 Wall, 623, 627), Pearlman v. Reliance Ins. Co., 371 U.S. 132,136,137 (1962), The United States v. Hooe, 3 Cranch (U.S.)73(1805), and in conformity with the U.S. Supreme Court 79 U.S. 287 (1870), 172 U.S.48 (1898), and as confirmed at 307 U.S. 247(1939).]

HJR- 192 further declared**"every provision....which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency.... is declared to be against Public Policy; and no such provision shall bemade with respect to any obligation hereafter incurred."**

Making way for discharge and recovery on US Corporate public debt due the Principals and Sureties of THE UNITED STATES providing as **"public policy"** for the discharge of **"every obligation"**, **"including every obligation OF and TO THE UNITED STATES"**, **"dollar for dollar"**, allowing those backing the US financial reorganization to recover on it by **discharging** an obligation they owed **TO THE UNITED STATES** or its sub-corporate entities, **against that same amount of obligation OF THE UNITED STATES owed to them; thus providing the remedy for the discharge and orderly recovery** of equity interest on US Corporate public debt due the Sureties, Principals, and Holders of THE UNITED STATES, discharging **that** portion of the public debt **without expansion of credit, debt or obligation on THE UNITED STATES or these its prime-creditors** it was intended to satisfy equitable remedy to, **but** gaining for each bearer of such note, discharge of obligation equivalent in value 'dollar for dollar' to any and all **"lawful money of the United States"**.

Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes **against** these obligations of the United States due them; whose **private** property is at risk to collateralize the government's debt and currency, by legal definitions, a **"national banking association"**; such notes, issued **against these obligations of the United States to that part of the public debt due its Principals and Sureties** are required by law to be accepted as "legal tender" of payment for all debts public and private, and, as we have seen, are defined in law as **"obligations of the United States", on the same par and category with Federal reserve notes and other currency and legal tender obligations.**

This is what is asserted in the tender presented to the bank for deposit and the government has said nothing to the contrary.

Would we question that this is exactly what Congress has provided for in these statutes and codes on the public debt and obligations of the United States and that this is the remedy codified in statutory law and definition we have cited here? Even though it is never discussed.

Under this remedy for **discharge** of the public debt **and** **recovery** to its Principals and Sureties, **TWO debts** that would have been discharged in Federal Reserve debt note instruments or checks drawn on the same, equally **expanding** the public debt by those transactions, are discharged against a **SINGLE public debt of the Corporate UNITED STATES and its sub-corporate entities** to its prime-creditor **without the expansion and use of Federal Reserve debt note instruments as currency and credit**, and so, **without** the expansion of debt and debt instruments in the monetary system and the **expansion of the public debt** as burden upon the entire financial system and its Principals, and Sureties the recovery remedy was intended to relieve.

Apparently their use is for the discharge and **non-cash accrual reduction** of US Corporate public debt to the Principals, Prime Creditors and Holders of it as provided in law and the instruments will ultimately be settled by adjustment and set-off in discharge of a bearer's obligation TO THE UNITED STATES against the obligation OF THE UNITED STATES for the amount of the instrument to the original creditor it was tendered to or whomever or whatever institution may be the final bearer and holder in due course of it, again, thus discharging **that** portion of the public debt **without expansion of credit, debt or note on the prime-creditors of**

THE UNITED STATES it was intended to satisfy equitable remedy to, but gaining for each endorsed bearer of it discharge of obligation equivalent in value 'dollar for dollar' of currency, measurable in **"lawful money of the United States"**.

Although this has been public policy as a remedy for the discharge of debt in conjunction with removal of gold, silver and real money as legal tender currency by the same act of public policy in 1933, it has been a **difficult** concept to communicate for others to accept and to know what to do with it, so its never gained common use and for obvious reasons the government has **discouraged** public understanding of the remedy and recovery under it and therefore it is **little known** and not generally accessed by the public. But it is still an obligation the United States has **bound** itself to and has provided for in statutory law and the United States still accepts these non-cash accrual exchanges today as a matter of law and equity. So is the experience of many who have attempted to access the remedy.

That the "public policies" of House Joint Resolution 192 of 1933 are still in effect is evidenced by the other provisions of "public policy" it established that we can see along with these discussed. No one would attempt to demand payment in gold or a particular kind of coin or currency in use or think to write such an obligation into a contract, **because the gold standard for currency is still suspended and the right to a 'gold clause' to require payment in gold is still abrogated.** Both are also part of "public policy" established in HJR-192.

The practical evidence and fact of the United States' financial reorganization (bankruptcy) is still ongoing today, visible all around us to see and understand. When Treasury notes come due, they're not paid. They are **refinanced** by new T-Bills and notes to back the currency and cover the debts. ..something that cannot be done with debt**unless,.... the debtor is protected from creditors in a bankruptcy reorganization** that is regularly being **restructured** to keep it going.

Every time the Federal debt ceiling is raised by Congress **they are restructuring the bankruptcy reorganization of the government's debt so commerce can continue on.**

For obvious reasons the United States government does not like having to recognize all this. It is a very sensitive and delicate matter. And few can speak or **will** speak authoritatively about it, as the bank has found out.

The recovery remedy is maintained in law because it has to be to satisfy equity to its prime creditors. At this late time, the United States is neither expecting nor intending it to be generally accessed by the public. Regarding such instruments tendered to the Secretary, when public officials are put in a position to legally acknowledge or deny the authority or validity of the instruments, those in responsibility **will not deny or dishonor it, or an instrument of discharge properly submitted for that purpose.**

The issue is what has the government said about it **now?**

What is its policy **in practice?**

And how **does** it finally respond to such claims of which it receives thousands every day?

It is a fact: Title 31 USC 3123 makes a statutory pledge of the United States government to payment of obligations and interest on the public debt.

TITLE 31 , SUBTITLE III , CHAPTER 31 , SUBCHAPTER II , Sec. 3123. - Payment of obligations and interest on the public debt

(a) The faith of the United States Government is pledged to pay, in legal tender, principal and interest on the obligations of the Government issued under this chapter.

“(b) The Secretary of the Treasury shall pay interest due or accrued on the public debt.”

It is a fact: Title 31 Section 3130 further delineates in its definitions a portion of the total public debt which is **held by the public** as the “Net public debt”

TITLE 31 > SUBTITLE III > CHAPTER 31 > SUBCHAPTER II > Sec. 3130.

Sec. 3130. - Annual public debt report

(e) Definitions. -

(2) Total public debt. - The term "total public debt" means the total amount of the obligations subject to the public debt limit established in section 3101 of this title.

(3) Net public debt. -

The term "net public debt" means the portion of the total public debt which is held by the public.

It is a fact: Section 3101 references **guaranteed obligations held by the Secretary of the Treasury** which are **excepted** and **exempted** from “the face amount of obligations whose principal and interest are guaranteed by the United States Government”

Sec. 3101. - Public debt limit

(b) The face amount of obligations issued under this chapter and the face amount of obligations whose principal and interest are guaranteed by the United States Government (**except guaranteed obligations held by the Secretary of the Treasury**) may not be more than \$5,950,000,000,000, outstanding at one time, subject to changes periodically made in that amount as provided by law

It is a fact: Every day the United States Treasury department receives dozens or hundreds of such instruments making claims of this type. Obviously some are valid and some are not.

It is a fact: There are only 3 official government directives or alerts that address spurious, fraudulent, fictitious, or otherwise invalid, instruments sent to the US Treasury for payment,

and **only one** that officially states what is to be **official US government policy** and treatment of them if they are received, this is ALERT 99-10: which is also published on the government website for the United States Treasury: www.publicdebt.treas.gov under Frauds and Phonies,

The Office of the Comptroller of the Currency, Enforcement & Compliance Division in ALERT 99-10 states:

“Type: Suspicious Transactions

TO: Chief Executive Officers of all National Banks; all State Banking Authorities; Chairman, Board of Governors of the Federal Reserve System; Chairman, Federal Deposit Insurance Corporation; Conference of State Bank Supervisors; Deputy Comptrollers (Districts); Assistant Deputy Comptrollers; District Counsel and Examining Personnel.

RE: Fictitious Sight Drafts payable through the U. S. Treasury

It has been brought to our attention that certain individuals have been making and executing worthless paper documents which are titled "Sight Draft" .These items state that they are payable through the U. S. Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220. These instruments are being presented for payment at banks and other businesses throughout the United States. **Any of these instruments that are presented to the U. S. Treasury for payment will be returned to the sender** and copies will be provided to the appropriate law enforcement agencies.” **Dishonored.**

This is in conformity with the Uniform Commercial Code that parties may rely on their presentment of obligations as settled unless given a Notice of Dishonor, whether directly applicable to Treasury Dept. officers or not.

UCC3-503. NOTICE OF DISHONOR

...(b) **Notice of dishonor may be given** by any person; **may be** given by any commercially reasonable means, including an oral, written, or electronic communication; **and is sufficient if it reasonably identifies the instrument and indicates that the instrument has been dishonored or has not been paid or accepted.** Return of an instrument **given to a bank for collection** is sufficient notice of dishonor.

- c) Subject to Section 3-504(c), **with respect to an instrument taken for collection** notice of dishonor must be given.... **within 30 days following the day on which the person receives notice of dishonor. With respect to any other instrument, notice of dishonor must be given within 30 days following the day on which dishonor occurs.**

These instruments are never returned from the Treasury dishonored.

It is a fact: There is no basis or reason or plausible explanation for such **unexplained silence** with regard to **these** particular instruments.

Every other branch of the Federal government including the Dept. of the Treasury has developed elaborate libraries of computer generated form letters of statements and replies dealing with almost every possible question or claim that could be made of any agency or department of the Federal government. The United States Treasury has an Office of Public Correspondence whose

sole job it is to respond to communications from the general public. **THERE IS NO COMMUNICATION SENT TO THE UNITED STATES TREASURY THAT CAN NOT BE RESPONDED TO AS IT MAY REQUIRE.**

Many such categories of requests calling for response are **far greater** in number than claims in equity for recovery to a Prime-creditor over the United States and some categories are **far fewer** in number, and yet be the requests greater or smaller in number or in complexity of response required, **all these of a commercial nature are regularly and timely responded to.**

There is virtually **no written response** by the Federal government to this issue of recovery to the prime-creditors and holders in equity over the United States. The factually observable position of the Secretary of the Treasury and his department in response to **THIS** type of claim has been **ABSOLUTE SILENCE** be they from bank, business or private person:

Not denial, disavowal, dishonor, or repudiation of such claims OR their basis in law and fact if they are not true, which in every other case of correspondence to the Federal government or the Department of Treasury dealing with any question, request or claim: ANY SUCH FALSE CLAIM, MISCONCEPTION OR MISTAKEN UNDERSTANDING ON THE PART OF THE GENERAL PUBLIC IS TIMELY DEALT WITH IN EVERY CASE BY SUCH FORM LETTERS.

It is the **duty** of the United States Treasury to the commerce of the nation and in the interests of the general public whom it serves to **quickly and conclusively quash and repudiate any such false understandings or claims of remedy in equity on recovery of the public debt in the commercial realm and it is easily within their power to do so.**

This despite the fact the only official US government directive from the Department of the Treasury dealing with policy of the government toward fictitious or otherwise invalid instruments sent to the Treasury for collection states **clearly** **“they will be returned to the sender.”**

There is, therefore, no basis or reason or plausible explanation for such **unexplained silence** with regard to **this** particular class of instrument **except** that a **remedy in equity for recovery to the prime-creditors over the United States IS true and factual and CANNOT BE DENIED or DISHONORED** in equity, and that such Bills of Acceptance in discharge of mutually offsetting obligations between the United States and its holders in equity as secured parties **ARE, in fact, being kept, held, and without return or dishonor, accepted as obligations of the United States in the discharge and recovery of the public debt as they make claim on their face to the Secretary of the Treasury to be.**

How they are to be recovered on is up to the parties involved holding such obligations and is provided for in law and regulation and administrative procedure a holder or its banking institution may use.

In Conclusion:

When a Commercial Bank sends the instrument to the Secretary for discharge of its own obligations and a problem arises concerning the instrument, a commercial response of some kind is required. There is a legal liability of the government to a negotiable legal tender obligation upon the United States government sent to them for acceptance by a member Federal Reserve Bank after they received it and became responsible for it.

The Treasury has an obligation as a department of government serving the public interest to the bank which as a member of the Federal Reserve System that has a commercial obligation to an account holder and a 3rd party who tendered the item in payment to tell them that its not any good or its not going to be honored, even if they wanted to keep it for prosecution or investigation. This is in effect what the directive says the government will do if its no good. **What does statutory law, regulation, or case law tells us about what that obligation is?**

They do not dishonor it in any way by return of the item or the sending of any notice to that effect, or make request for additional information or time for examination of the instrument, or given a statement of explanation indicating the time frame for its review and settlement if it would be an inordinately lengthy time as longer than 60 days to finish with it. The instruments are being kept, held, and without return or dishonor, are accepted as an obligation of the United States in the discharge and recovery of the public debt as it makes claim on its face to be.

Put another way: If the bank had had to pay the item to honor its customer agreement as if it had been a check, **what would or could the bank be trying to do with it to finally settle the account? The bank needs to treat the Instrument tendered as an obligation of the United States to the bank. . The tender of these instruments discharge the obligation of the debt for which they are delivered and the payee becomes the new holder in due course and collection agent on the instruments.**

Attachment 15
Page #

Description of Attachment 1099010, 1099-A,
1096

Total Number of Pages of Attachment

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| | | | |
|--|---|--|--|
| Form 1096 Department of the Treasury Internal Revenue Service | Annual Summary and Transmittal of U.S. Information Returns | | OMB No 1545-0108 2009 |
| FILER'S name SHAWN TALBOT RICE | | | |
| Street address (including room or suite number) PO Box 700 #81 | | | |
| City, state, and ZIP code ASH FORK, AZ 86320 | | | |
| Name of person to contact Shawn Rice | Telephone number (277) 853-5726 | For Official Use Only | |
| Email address | Fax number () | | |
| 1 Employer identification number 573531255 | 2 Social security number 573-63-1255 | 3 Total number of forms 1 | 4 Federal income tax withheld \$36,000,000 |
| 5 Total amount reported with this Form 1096 \$ | | 7 If this is your final return, enter an "X" here <input type="checkbox"/> | |
| 6 Enter an "X" in only one box below to indicate the type of form being filed. | | | |
| W-2G 32 <input type="checkbox"/> | 1098 61 <input type="checkbox"/> | 1098-D 72 <input type="checkbox"/> | 1098-E 84 <input type="checkbox"/> |
| 1098-T 83 <input type="checkbox"/> | 1099-A 80 <input type="checkbox"/> | 1099-B 79 <input type="checkbox"/> | 1099-C 85 <input type="checkbox"/> |
| 1099-DIV 73 <input type="checkbox"/> | 1099-G 86 <input type="checkbox"/> | 1099-H 71 <input type="checkbox"/> | 1099-INT 92 <input type="checkbox"/> |
| 1099-LTC 93 <input type="checkbox"/> | 1099-MISC 95 <input type="checkbox"/> | 1099-CD 36 <input checked="" type="checkbox"/> | 1099-PATR 90 <input type="checkbox"/> |
| 1099-C 31 <input type="checkbox"/> | 1099-R 98 <input type="checkbox"/> | 1099-S 75 <input type="checkbox"/> | 1099-SA 94 <input type="checkbox"/> |
| 3921 25 <input type="checkbox"/> | 3922 26 <input type="checkbox"/> | 5498 28 <input type="checkbox"/> | 5498-ESA 72 <input type="checkbox"/> |
| 5498-SA 27 <input type="checkbox"/> | | | |

Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature

Shawn Talbot Rice

Title

Representative

Date

090403

Instructions

Reminder. The only acceptable method of filing information returns with Enterprise Computing Center—Martinsburg (ECC—MTB) is electronically through the FIRE system. See Pub. 1220, Specifications for Filing Forms 1098, 1099, 3921, 3922, 5498, and W-2G Electronically.

Purpose of form. Use this form to transmit paper Forms 1099, 1098, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically. For electronic submissions, see Pub. 1220, Specifications for Filing Forms 1098, 1099, 3921, 3922, 5498, and W-2G Electronically.

Caution: if you are required to file 250 or more information returns of any one type, you must file electronically. If you are required to file electronically but fail to do so, and you do not have an approved waiver, you may be subject to a penalty. For more information, see part F in the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.

Who must file. The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1099, 1098, 3921, 3922, 5498, or W-2G. A filer is any person or entity who files any of the forms shown in line 6 above.

Preaddressed Form 1096. If you received a preaddressed Form 1096 from the IRS with Package 1096, use it to transmit paper Forms 1099, 1098, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

When to file. File Form 1096 as follows.

- With Forms 1099, 1098, 3921, 3922, or W-2G, file by March 1, 2010.
- With Forms 5498, 5498-ESA, or 5498-SA, file by June 1, 2010.

Where To File

Send all information returns filed on paper with Form 1096 to the following:

If your principal business, office or agency, or legal residence in the case of an individual, is located in

Use the following three-line address

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Department of the Treasury
Internal Revenue Service Center
Austin, TX 73301

9696

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|--|---|---|--|--|
| PAYER'S name, street address, city, state, ZIP code, and telephone no. UNITE STATE DISTRICT COURT 333 Las Vegas Blvd South Las Vegas, Nevada 89101 | | 1 Original issue discount for 2009 \$ | OMB No. 1545-0117 2009 Form 1099-OID | Original Issue Discount |
| | | 2 Other periodic interest \$ | | |
| PAYER'S federal identification number 88-6031053 | RECIPIENT'S identification number 573531255 | 3 Early withdrawal penalty \$ | 4 Federal income tax withheld \$ 36,000.00 | |
| RECIPIENT'S name SHAWN TALBOT RICE | | 5 Description <i>Credit</i> Balance due on account Am't determined by Payor | | |
| Street address (including apt. no.) P O Box 700 #81 | | 6 Original issue discount on U.S. Treasury obligations \$ | | Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G. |
| City, state, and ZIP code ASH FORK, AZ 86320 | | 7 Investment expenses \$ | | |
| Account number (see instructions) 090403-1 | 2nd TIN not <input type="checkbox"/> | | | |

Form 1099-OID

Cat. No. 14421R

Department of the Treasury - Internal Revenue Service

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| PAYER'S name, street address, city, state, ZIP code, and telephone no. UNITE STATES DISTRICT COURT 333 LAS VEGAS BLVD SOUTH LAS VEGAS, NEVADA 89101 | | 1 Original issue discount for 2009* \$ | OMB No. 1545-0117 2009 Form 1099-OID | Original Issue Discount |
| | | 2 Other periodic interest \$ | | |
| PAYER'S federal identification number 88-6031053 | RECIPIENT'S identification number 573531255 | 3 Early withdrawal penalty \$ | 4 Federal income tax withheld \$36,000,000 | Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported. |
| RECIPIENT'S name SHAWN TALBOT RICE | | 5 Description <i>Credit Balance due on account Amt determined by Payor</i> | | |
| Street address (including apt. no.) PO Box 700 #81 | | 6 Original issue discount on U.S. Treasury obligations* \$ | | |
| City, state, and ZIP code ASH FORK, AZ 86320 | | 7 Investment expenses \$ | | |
| Account number (see instructions) 090403-1 | | * This may not be the correct figure to report on your income tax return. See instructions on the back. | | |

Form 1099-OID

(keep for your records)

Department of the Treasury - Internal Revenue Service

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| PAYER'S name, street address, city, state, ZIP code, and telephone no. UNITE STATE DISTRICT COURT 333 LAS VEGAS BLVD SOUTH LAS VEGAS, NEVADA 89101 | | 1 Original issue discount for 2009 \$ | OMB No. 1545-0117 2009 Form 1099-OID | Original Issue Discount |
| | | 2 Other periodic interest \$ | | |
| PAYER'S federal identification number 88-6031053 | RECIPIENT'S identification number 573531255 | 3 Early withdrawal penalty \$ | 4 Federal income tax withheld \$36,000.00 | Copy C For Payer For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G. |
| RECIPIENT'S name SHAWN TALBOT RICE | | 5 Description Credit Balance due on Account Amt determined by Payor | | |
| Street address (including apt. no.) PO BOX 700 #81 | | 6 Original issue discount on U.S. Treasury obligations \$ | | |
| City, state, and ZIP code ASH FORK, AZ 86320 | | 7 Investment expenses \$ | | |
| Account number (see instructions) 090403-1 | 2nd TIN not <input type="checkbox"/> | | | |

Form 1099-OID

Department of the Treasury - Internal Revenue Service

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|--|---|---|--|---|--|---|--|--|--|--|---|--|--|
| Form 1096 Department of the Treasury Internal Revenue Service | Annual Summary and Transmittal of U.S. Information Returns | OMB No. 1545-0108 2009 | | | | | | | | | | | |
| FILER'S name SHAWN TALBOT RICE Street address (including room or suite number) PO BOX 700 #81 City, state, and ZIP code LASA FORK AZ 86320 | | For Official Use Only | | | | | | | | | | | |
| Name of person to contact Shawn Rice Email address | Telephone number (217) 853-5726 Fax number () | | | | | | | | | | | | |
| 1 Employer identification number 573531255 | 2 Social security number 573-53-1255 | | 3 Total number of forms 1 | 4 Federal income tax withheld \$36,000.00 | 5 Total amount reported with this Form 1096 \$ | | | | | | | | |
| 6 Enter an "X" in only one box below to indicate the type of form being filed. | | | | | 7 If this is your final return, enter an "X" here <input type="checkbox"/> | | | | | | | | |
| W-2G 32 <input type="checkbox"/> | 1098 81 <input type="checkbox"/> | 1098-C 78 <input type="checkbox"/> | 1098-E 84 <input type="checkbox"/> | 1098-T 83 <input type="checkbox"/> | 1099-A 80 <input checked="" type="checkbox"/> | 1099-B 79 <input type="checkbox"/> | 1099-C 85 <input type="checkbox"/> | 1099-CAP 73 <input type="checkbox"/> | 1099-DIV 91 <input type="checkbox"/> | 1099-G 86 <input type="checkbox"/> | 1099-H 71 <input type="checkbox"/> | 1099-INT 92 <input type="checkbox"/> | 1099-LTC 93 <input type="checkbox"/> |
| 1099-MISC 95 <input type="checkbox"/> | 1099-DID 36 <input type="checkbox"/> | 1099-PATR 97 <input type="checkbox"/> | 1099-Q 31 <input type="checkbox"/> | 1099-R 98 <input type="checkbox"/> | 1099-S 75 <input type="checkbox"/> | 1099-SA 94 <input type="checkbox"/> | 3921 25 <input type="checkbox"/> | 3922 26 <input type="checkbox"/> | 5498 28 <input type="checkbox"/> | 5498-ESA 72 <input type="checkbox"/> | 5498-SA 27 <input type="checkbox"/> | | |

Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature

Shawn Talbot Rice

Title

Authorized Representative

Date

050403

Instructions

Reminder. The only acceptable method of filing information returns with Enterprise Computing Center—Martinsburg (ECC—MTB) is electronically through the FIRE system. See Pub. 1220, Specifications for Filing Forms 1098, 1099, 3921, 3922, 5498, and W-2G Electronically.

Purpose of form. Use this form to transmit paper Forms 1099, 1098, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically. For electronic submissions, see Pub. 1220, Specifications for Filing Forms 1098, 1099, 3921, 3922, 5498, and W-2G Electronically.

Caution: If you are required to file 250 or more information returns of any one type, you must file electronically. If you are required to file electronically but fail to do so, and you do not have an approved waiver, you may be subject to a penalty. For more information, see part F in the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.

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Preadressed Form 1096. If you received a preaddressed Form 1096 from the IRS with Package 1096, use it to transmit paper Forms 1099, 1098, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

When to file. File Form 1096 as follows.

- With Forms 1099, 1098, 3921, 3922, or W-2G, file by March 1, 2010.
- With Forms 5498, 5498-ESA, or 5498-SA, file by June 1, 2010.

Where To File

Send all information returns filed on paper with Form 1096 to the following:

If your principal business, office or agency, or legal residence in the case of an individual, is located in

Use the following three-line address

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Department of the Treasury
Internal Revenue Service Center
Austin, TX 73301

8080

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|---|---|--|---|---|
| LENDER'S name, street address, city, state, ZIP code, and telephone no. SHAWN TALBOT RICE PO Box 700 #8, ASH FORK, AZ 86320 | | OMB No. 1545-0877 2009 Form 1099-A | | Acquisition or Abandonment of Secured Property Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G. |
| LENDER'S federal identification number 573531255 | BORROWER'S identification number 88-6031053 | 1 Date of lender's acquisition or knowledge of abandonment March 3, 2009 | 2 Balance of principal outstanding \$36,000.00 | |
| BORROWER'S name UNITED STATES DISTRICT COURT | | 3 | 4 Fair market value of property \$ | |
| Street address (including apt. no.) 333 LAS VEGAS BLVD SOUTH | | 5 Was borrower personally liable for repayment of the debt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| City, state, and ZIP code LAS VEGAS, NV 89101 | | 6 Description of property Credit Balance due on acct Acquisition of Secured property | | |
| Account number (see instructions) 090403-2 | | | | |

Form 1099-A

Cat. No. 14412G

Department of the Treasury - Internal Revenue Service

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| LENDER'S name, street address, city, state, ZIP code, and telephone no. SHAWN TALBOT RICE PO BOX 700 #81 ASH FORK, AZ 86320 | | OMB No. 1545-0877 2009 Form 1099-A | | Acquisition or Abandonment of Secured Property Copy B For Borrower This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported. |
| LENDER'S federal identification number 573531255 | BORROWER'S identification number 88-6031053 | 1 Date of lender's acquisition or knowledge of abandonment March 3, 2009 | 2 Balance of principal outstanding \$36,000,000 | |
| BORROWER'S name UNITED STATES DISTRICT COURT | | 3 | 4 Fair market value of property \$ | |
| Street address (including apt. no.) 333 LAS VEGAS BLVD SOUTH | | 5 Was borrower personally liable for repayment of the debt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| City, state, and ZIP code LAS VEGAS, NV 89101 | | 6 Description of property Credit Balance due on Acct Acquisition of Secured Property | | |
| Account number (see instructions) 090403--2 | | | | |

Form 1099-A

(keep for your records)

Department of the Treasury - Internal Revenue Service

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|---|--|--|---|--|
| LENDER'S name, street address, city, state, ZIP code, and telephone no. SHAWN TALBOT RICE PO Box 700 #8, ASH FORK, AZ 86320 | | OMB No. 1545-0877 2009 Form 1099-A | | Acquisition or Abandonment of Secured Property Copy C For Lender For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G. |
| LENDER'S federal identification number 573531255 | BORROWER'S identification number 88-603053 | 1 Date of lender's acquisition or knowledge of abandonment March 3, 2009 | 2 Balance of principal outstanding \$36,000,000 | |
| BORROWER'S name UNITED STATES DISTRICT COURT | | 3 | 4 Fair market value of property \$ | |
| Street address (including apt. no.) 333 LAS VEGAS BLVD SOUTH City, state, and ZIP code LAS VEGAS, NV 89101 | | 5 Was borrower personally liable for repayment of the debt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Account number (see instructions) 090403-2 | | 6 Description of property Credit Balance due on Acct. Acquisition of Secured Property | | |

Form 1099-A

Department of the Treasury - Internal Revenue Service